

Terms of use:

1. Acceptance of use

This is an agreement between SpeakApp Messenger SL, a Spanish company ("SpeakApp"), the owner and operator of <https://www.speakappmessenger.com> (the "SpeakApp site"), the SpeakApp software, including SpeakApp Messenger (in set, including all content provided by SpeakApp through SpeakApp Messenger and the SpeakApp Site, the "SpeakApp Service", or the "Service"), and you, a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND you can find the [SpeakApp Privacy Policy](https://www.speakappmessenger.com/privacy.pdf) at <https://www.speakappmessenger.com/privacy.pdf>, and which are incorporated herein by reference. If you choose not to agree to any of these terms, you will not be able to use the Service.

2. SpeakApp service

These Terms of Service apply to all users of the SpeakApp Service. Information provided by our users through the SpeakApp Service may contain links to third-party websites that are not owned or controlled by SpeakApp. SpeakApp has no control over them, and assumes no responsibility for the content, privacy policies, or practices of third-party websites. Furthermore, SpeakApp will not and cannot censor or edit the content of any third party site.

By using the Service, you expressly acknowledge and agree that SpeakApp will not be responsible for damages, claims or any other liability arising from or related to your use of any third party website.

3. Access to SpeakApp

A. Subject to compliance with these Terms of Service, SpeakApp grants you permission to use the Service, provided that: (i) the permitted use of the Service is solely for your personal use, and you are not permitted to resell or charge others for the use or access to the Service, or in any other way incompatible with these Terms of Service; (ii) not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without the prior written authorization of SpeakApp; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you agree to comply with the terms and conditions of these Terms of Service and Privacy Policy.

B. In order to access and use the features of the Service, you acknowledge and agree that you will access SpeakApp with your mobile phone number. You expressly acknowledge and agree that in order to provide the Service, SpeakApp may access periodically your contact list and / or address book on your mobile device to find and keep track of the mobile phone numbers of other users of the Service. When providing your mobile phone number, you must provide accurate and complete information. You hereby expressly consent

to SpeakApp to access your contact list and / or address book for mobile phones in order to provide and use the Service. We do not collect names, addresses or email addresses, only mobile phone numbers. You are solely responsible for the status messages that you send that are displayed for your mobile phone number on the SpeakApp Service. You must notify SpeakApp immediately of any breach of security or unauthorized use of your mobile phone. Although SpeakApp will not be liable for losses caused by unauthorized use of your account, you may be liable for losses to SpeakApp or others due to such unauthorized use.

C. You agree not to use or launch any automated systems, including, without limitation, "robots", "spiders", "offline readers", etc. or "load testers", such as wget, apache bank, mswebstress, httpload, bombardment, Automator Xcode, Mono Android, etc., which has access to the Service as long as it does not send more messages to SpeakApp Servers than is reasonably user can generate, and are prohibited from forwarding the content unless specifically permitted. Notwithstanding the foregoing, SpeakApp grants search engines public permission to use spiders to copy materials from the site for the sole purpose of creating publicly available search indexes of the materials, but not caches or archives of such materials. SpeakApp reserves the right to revoke these exceptions generally or in specific cases.

Although the use of trackers such as Ethereal, tcpdump or HttpWatch in general is not prohibited, we do prohibit

any effort to reverse engineer our system, our protocols, or explore outside the limits of the normal requests made by SpeakApp clients. We do not allow the use of such modification request tools such as fiddler or mustache, or the like or any other activity that is intended to explore, harm, penetrate or test the site. You must protect our permission before you measure, test, health check, or otherwise control any network equipment, servers, or assets hosted on our domain. You agree not to collect or store any personally identifiable information, including the phone number, of the Service, nor to use the communication systems provided by the Service for any commercial spam or purpose. You agree to Spam, or request authorization for commercial purposes.

4. Intellectual Property Rights

The SpeakApp Service together with the created text, scripts, graphics, features interactive and similar, except status posts (as defined below), and the trademarks, service marks and logos contained therein ("Marks"), are owned by SpeakApp, subject to copyright and other proprietary rights intellectual property in the United States and foreign laws and international conventions. The Service is provided AS IS for your information and personal use. SpeakApp se reserves all rights not expressly granted in and for the Service. You agree not to participate in the use, copying, or distribution of any of the Services that is not expressly permitted in this document, including any use, copying, or distribution of

third-party State submissions obtained through the Service for any commercial purpose.

5. Shipping conditions to other users

A. The service allows SpeakApp users to submit status text, photos of profile and other communications sent by you, as well as the automatic sending of your latest Status. These status submissions can be organized, shared, and / or published as part of the SpeakApp Service, and can be visible to other users of the service who have your mobile phone number on their mobile phone and that you have not expressly blocked. For clarity, direct messages, location data and photos or files that are sent directly to other SpeakApp users will only be visible to the SpeakApp user (s) or group (s) that you directly send such information; But Status Presentations can be viewed by SpeakApp users globally who have your mobile phone number on their smartphone, unless the user is blocked by you. Currently, we do not have any method of providing different levels of visibility of your Status Submissions among users who have your mobile phone number - You acknowledge and agree that any Status Submissions may be viewed by users worldwide who have your mobile phone number. mobile phone number, so do not send or post status messages or profile photos that you do not want to be seen globally. A good rule of thumb is that if you don't want everyone to know something or see something, don't post them as a Status Presentation to the Service. The presentation of your

latest status is done automatically. As clarified in the next section, you retain your ownership rights to your Status Submissions. You understand that if such Status Submissions are posted, SpeakApp does not guarantee any confidentiality with respect to any submission.

B. You will be solely responsible for your own status submissions and the consequences of posting or posting them. Because SpeakApp only acts as a repository of data, User-submitted Statuses do not necessarily reflect the views or opinions of SpeakApp, and we make no guarantees as to the validity, accuracy, or legal status of any state. In relation to State Submissions, you affirm, represent and / or warrant that: (i) you own or have the licenses, rights, consents and permissions to use and authorize SpeakApp to use all patents, trademarks, trade secrets, rights copyright or other proprietary rights in and to any and all Status Submissions to enable the inclusion and use of Status Submissions as provided by the Service and these Terms of Service; and (ii) you have the written consent, release and / or permission of each individual identifiable person in the Status Submission to use the name or image of each individual identifiable person to allow the inclusion and use of the Status Submissions in the manner provided by the Service and these Terms of Service. To be clear: keep all proprietary rights in your state shipments, but you have to have the rights in the first place. However, by submitting Status Proposals to SpeakApp, you grant SpeakApp a global, non-exclusive, royalty-free, sublicensable, and transferable license to

use, reproduce, distribute, prepare derivative works of, display, and submit status submissions. in relation to the business, SpeakApp Service and SpeakApp of (its successor and) including without limitation for the promotion and redistribution of part or all of the SpeakApp Service (and derivative works) in any format and through any communication channel. You also grant each subscriber to your status in the SpeakApp Service a non-exclusive license to access your Status Submissions through the Service. The prior license granted by you terminates once a status display is removed or deleted from the SpeakApp Service.

C. In connection with Status Submissions, you agree that you may not: (i) submit material that is copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy rights, and publicity, unless you are the owner of such rights or have permission from its rightful owner to publish the material and grant SpeakApp all the license rights granted in this document; (ii) post falsehoods or misrepresentations that could harm SpeakApp or any third party; (iii) submit material that is illegal, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that may be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or business requests; (v) impersonate someone else; (vi) submit or store material that contains software viruses, worms, Trojans, or other harmful computer code, files, scripts, agents, or programs; (vii)

interfere with or interrupt the integrity or operation of the Service or the data contained therein; or (viii) attempt to gain unauthorized access to the Service or its related systems or networks.

D. Adult content must be identified as such. SpeakApp does not endorse no submission of status or of any opinion, recommendation or advice expressed therein, and SpeakApp expressly disclaims any and all liability in connection with Status Submissions. SpeakApp does not allow infringing activities of copyright and infringement of intellectual property rights through its service, and SpeakApp will remove all content and status, whose requests are duly notified, and that said presentation, content or status infringes the rights of intellectual property. To file a notification of copyright infringement, please submit a written communication that includes substantially the following (see Section 512 (c) (3) of the Digital Millennium Copyright Act): (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the work whose copyright has been infringed, or, if multiple works on a single online site are covered by a single notification, a representative list of such works; (iii) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that must be removed or access to which must be disabled, and information reasonably sufficient to allow the service provider to locate the material, including the number of

Mobile phone of the SpeakApp user allegedly infringing the copyrighted work;

(iv) Information reasonably sufficient to allow the service provider to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party can be contacted; (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Such takedown notices may be emailed to support <https://speakappmessenger.com>. SpeakApp reserves the right to remove content and status submissions without prior notice. SpeakApp may also terminate a user's access to the service, if it is determined that they are a repeat offender, or for any reason or no reason, in addition to being annoying. A repeat offender is a user who has been notified of the offending activity more than once and / or has had a Discontinued Status submission more than twice.

A nuisance person is anyone who is so ruled by authorized SpeakApp employees, agents, subagents, or superagents. SpeakApp also reserves the right to decide whether the content or a status presentation is appropriate and complies with these Terms of Use. service for violations other than copyright infringement and intellectual property law violations, such as, but not

limited to excessive length or limited interest. SpeakApp may remove such Status Files and / or terminate a user's access to upload such material in violation of these Terms of Service at any time, without prior notice and in its sole discretion.

E. You understand that by using the SpeakApp Service you will be exposed to Status Submissions from a variety of sources, and that SpeakApp is not responsible for the accuracy, usefulness, safety or intellectual property rights of or in connection with such Status Submissions. How about? Status submissions are not the responsibility of SpeakApp. You understand and agree that you may be exposed to Status Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and do not waive, any legal or equitable right or remedy that you have or may have against SpeakApp with respect to the myself, and I agree to indemnify and hold SpeakApp, its officers, directors, employees, agents, affiliates, and / or licensors, harmless to the fullest extent permitted by law with respect to all matters relating to your use of the SpeakApp Service. .

F. SpeakApp allows you to link to materials on the Service for personal purposes only. SpeakApp reserves the right to discontinue any aspect of the SpeakApp Service at any time.

6. Disclaimer of warranty

YOU DO NOT AGREE THAT YOUR USE OF THE SPEAKAPP SERVICE WILL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SPEAKAPP, ITS OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS AND disclaimer of all warranties, express or implied, IN CONNECTION WITH THE SERVICE AND THE USE OF THE SAME.

SPEAKAPP MAKES NO WARRANTY OR REPRESENTATION OF THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THIS SERVICE AND ASSUMES NO LIABILITY FOR ANY (I) ERRORS OR INACCURACIES OF THE CONTENT, (II) PERSONAL INJURIES OR PROPERTY DAMAGE, OF ANY NATURE, AS A RESULT OF YOUR ACCESS TO AND USE OF OUR SERVICE, (III) UNAUTHORIZED ACCESS OR USE OF OUR SERVERS AND / OR ANY PERSONAL INFORMATION AND / OR FINANCIAL INFORMATION STORED IN THEM, (IV) ANY INTERRUPTION OR CESSATION OF THE TRANSMISSION FROM OUR SERVICE, (IV) any bugs, viruses, Trojans, or similar, that may be transmitted to OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF THIRD PARTIES, AND / OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR BY ANY LOSS OR DAMAGE OF ANY KIND INCURRED SUCH AS RESULT OF THE USE OF ANY CONTENT PUBLISHED, SENT BY EMAIL, TRANSMITTED OR OTHERWISE MADE SERVICE TO THROUGH THE SPEAKAPP AVAILABLE. SPEAKAPP DOES NOT GUARANTEE, endorse, WARRANTY OR ASSUME LIABILITY FOR ANY PRODUCT OR SERVICE OFFERED BY THIRD PARTIES THROUGH THE

SPEAKAPP SERVICE OR ANY SITE LINKED OR PRESENTED ON ANY PRESENTATION OF USER STATUS OR OTHER ADVERTISING, AND SPEAKAPP WILL NOT BE A PARTY TO, OR IN ANY WAY, BE LIABLE FOR CONTROL OF TRANSACTIONS BETWEEN YOU AND SUPPLIERS OF THIRD PARTY PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEANS OR IN ANY ENVIRONMENT, YOU NEED TO USE YOUR BEST JUDGMENT AND TAKE THE NECESSARY PRECAUTIONS. And again, USE THIS just for fun.

7. Limitation of liability

IN NO EVENT SHALL SPEAKAPP, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR DIRECT DAMAGES, INDIRECT, ACCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL THAT RESULT OF ANY (I) ERRORS, ERRORS, OR INACCURACIES OF CONTENT, (II) INJURIES OR DAMAGES PERSONAL PROPERTY, OF ANY NATURE, AS A RESULT OF YOUR ACCESS TO AND USE OF OUR SERVICE, (III) UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND / OR ANY AND ALL PERSONAL INFORMATION AND / OR FINANCIAL INFORMATION STORED IN THEM, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION FROM OUR SERVERS, (IV) ANY ERRORS, VIRUSES, TROYAN HORSES OR SIMILAR, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (V) ANY ERROR OR OMISSION IN

ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, SENT BY EMAIL, transmitted or posted to available CUSTOMER THROUGH THE SPEAKAPP, EITHER BY GUARANTEE, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND ALTHOUGH NOT SEAN DE THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND / OR (VI) THE DISCLOSURE OF INFORMATION IN ACCORDANCE WITH THESE TERMS OF SERVICE OR PRIVACY POLICY. THE LIMITATION OF LIABILITY WILL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN APPLICABLE JURISDICTION. YOU ACKNOWLEDGE THAT SPEAKAPP IS NOT RESPONSIBLE FOR THE COMMUNICATIONS OF USER OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL THIRD PARTY AND THAT THE RISK FOR DAMAGE OR INJURY OF THE FOREGOING IS EXCLUSIVE TO YOU. The Service is controlled and offered by SpeakApp from its facilities in Spain. SpeakApp makes no representation that the SpekApp Service is appropriate or available for use elsewhere. Those who access or use the SpeakApp Service from other jurisdictions do so under their own will and are responsible for complying with local laws.

8. Indemnification

The user agrees to defend, indemnify and hold SpeakApp, its parent company, officers, directors, employees and agents harmless from and against any

and all claims, damages, obligations, losses, liabilities, costs or debts and expenses (including, but not limited to) attorneys' fees) arising from: (i) your use of and access to the SpeakApp Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party rights, including without limitation any copyright, property or privacy right; or (iv) any other statement that one of your Status Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the SpeakApp Service. We do not support or encourage the illegal use of alcohol or tobacco, so there is.

9. Ability to accept the Terms of Service

The user affirms that he is over 16 years of age, or is an emancipated minor, or has the legal consent of his parents or guardians, and is fully capable and competent to enter into the terms, conditions, obligations, statements, representations, and guarantees established in these Terms of Service, and to abide by and comply with these Terms of Service. In any event, you state that you are at least 16 years of age as the SpeakApp Service is not intended for children under the age of 16. If you are under 16 years of age, you are not allowed to use the SpeakApp Service. You represent and warrant that you are not in a country that is subject to a US government embargo, or that has been designated by the United States government as a "supporting terrorist" country, and that you are not listed

In no US Government list of prohibited or restricted parties. SpeakApp is the developer of the Service, which designates address at Avenida del Baix Llobregat, 39, Santa Coloma de Cervelló, Barcelona (Spain), information at [speakappmessenger.com](https://www.speakappmessenger.com).

10. Assignment

These Terms of Service and any rights and licenses granted in this document, it cannot be transferred or assigned by you, but can be assigned by SpeakApp without restrictions.

11. General

The user agrees that: (i) the SpeakApp Service will only be considered its headquarters in Spain; (ii) the SpeakApp Service will be considered a passive server that does not give rise to personal jurisdiction over SpeakApp, either specific or general, in jurisdictions other than Spain; and (iii) that you agree to submit to the jurisdiction of Spain in the event of any legal dispute. These Terms of Service will be governed by the internal substantive laws of Spain, without respect to its conflict of legal principles. Any claim or dispute between you and SpeakApp that arises in whole or in part from the SpeakApp Service will be resolved exclusively by a court of competent jurisdiction located in Barcelona, Spain. These Terms of Service, together with the Privacy Policy at <https://www.speakappmessenger.com/privacidad.pdf> and other legal notices published by SpeakApp,

including, but not limited to, an end user license agreement, constitute the agreement. between you and SpeakApp regarding the SpeakApp Service. If any provision of these Terms of Service is considered invalid by a court of competent jurisdiction, the invalidity of said provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. No waiver of any term of these terms of service shall be deemed a subsequent or continuing waiver of such term or any other term, and SpeakApp's failure to enforce any right or provision under these terms of service shall not constitute a waiver of such term. right or provision. SpeakApp reserves the right to amend or modify these Terms of Service at any time, and it is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue use of the SpeakApp Service. Your continued use of the SpeakApp Service after any modification of these Terms of Service will signify your consent and acceptance of their revised terms. SPEAKAPP accepts that any cause of action derived from or related to the SPEAKAPP service must begin within ONE (1) year after the cause of action. OTHERWISE, SUCH ACTION WILL BE REMAINED FORBIDDEN. Speakapp Messenger SL ("SpeakApp") recognizes that its customers, visitors and users want to know what is happening in private life. SpeakApp offers this Privacy Policy to help you make an informed decision about whether to use or continue to use the SpeakApp Site, SpeakApp Software, and / or the

SpeakApp Service. If you do not agree with our practices, please do not use the SpeakApp Site, SpeakApp Software or SpeakApp Service. This Privacy Policy is incorporated into and subject to the SpeakApp Terms of Service. Use of the SpeakApp Site, SpeakApp Software and the SpeakApp Service and any personal information that you provide on the SpeakApp SpeakApp Site or Service remains subject to the terms of this Privacy Policy and our Terms of Service. Please note that any Submission Status or other content posted at the direction or discretion of the SpeakApp Service users converts posted content and is not considered personally identifiable information subject to this Privacy Policy. What does this privacy policy cover? This privacy policy is part of the SpeakApp Terms of Service and covers the treatment of user information, including information from personal identification, obtained by SpeakApp, including information obtained when access the SpeakApp website, use the SpeakApp Service or any other software provided by SpeakApp. This privacy policy does not apply to the practices of companies that SpeakApp does not own or control, or individuals whom SpeakApp does not employs or administers, including any of the third parties to whom SpeakApp may disclose user information as set forth in this Privacy Policy. The Information SpeakApp Collects SpeakApp may obtain the following types of information from or about you or your mobile device, which may include information that can be used to identify you as specified below ("personally identifiable information"): Information for the User Provided: You provide certain personally

identifiable information, such as your mobile phone number, name of the push notification (if applicable), billing information (if applicable) and mobile device information to SpeakApp when choosing to participate in various uses of the SpeakApp Service, such as registering as a user, updating your status or requesting the status of your contacts. In order to provide the SpeakApp Service, SpeakApp will periodically access your address book or contact list on your mobile phone to locate the mobile phone numbers of other SpeakApp users ("on the net" numbers), or otherwise categorize others. Mobile phone numbers as "off-network numbers", which are stored as one-way hash values irreversibly.

Cookies Information: When you visit the SpeakApp Site, we may send one or more cookies - a small file of text containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. SpeakApp uses both session cookies and persistent cookies. A persistent cookie remains after you close the browser. Persistent cookies can be used by your browser at subsequent visits to the site. Persistent cookies can be removed by following your browser directions from the help file. session cookie is temporary and disappears after closing the browser. You can configure your browser to reject all cookies or to indicate when a cookie is being sent. However, the SpeakApp site may not function properly if the ability to accept cookies is disabled.

Enter File Information: When you use the SpeakApp Site, our servers automatically record certain information that your browser sends each time you visit any website. These server logs may include

information such as your web request, Internet Protocol ("IP"), browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, names of domain, landing pages, pages viewed and the order of the pages, the amount of time spent on certain pages, the date and time of your request, one or more cookies that can uniquely identify your browser, your phone number, number of telephone number that is requesting the situation and the different status information. When using the SpeakApp Service, our servers record certain general information that our application sends each time a message is sent or received, or if any status information is updated or requested, including the time and date and the mobile phone numbers. messages were sent to and from. Information SpeakApp does not collect SpeakApp does not collect names, emails, addresses or other contact information from mobile address books or contact lists of its users other than phone numbers mobile application SpeakApp will associate the name that the user SpeakApp has assigned to the mobile phone number in his / her address book or mobile contact list - and this happens dynamically on the mobile device itself and not on SpeakApp's servers and is not transmitted to SpeakApp. This means that if you have your friend's mobile phone number associated with the name "Fernando Alonso "in your mobile address book, that's the name that will appear for that mobile phone number in your SpeakApp contact list. Our server only stores the last position (with your permission). Health does not collect data, but you can send and share with anyone.

The content of messages that have been delivered by the SpeakApp Service are not copied, saved or archived by SpeakApp in the normal course of business. The SpeakApp Service is intended to be a substitute for SMS, using the data service via a user's phone (either via cellular network or Wi-Fi). Users write their messages, which are sent via data service to our servers, and sent to the recipient (which must also be a SpeakApp user), if that recipient is not online. If the recipient is offline, the undelivered message is kept on the SpeakApp server until it can be delivered. If the message is not delivered within thirty (30) days, the undelivered message is removed from our servers. Once the message has been delivered, it no longer resides on our servers. The content of delivered messages is not maintained or retained by SpeakApp - the only records of the contents of any delivered messages reside directly on the mobile device sender and receiver (and they can be deleted at the user's choice). Notwithstanding the foregoing, SpeakApp may retain the date and time information associated with successfully delivered messages and the mobile phone numbers involved in the messages, as well as any other information that SpeakApp is legally required to collect. Files that are submitted via the SpeakApp Service will reside on our servers after delivery for a short period of time, but are deleted and stripped of any identifying information within a short period of time in accordance with our general retention policies. The SpeakApp Way Uses Information If you submit personally identifiable information through the SpeakApp Site or SpeakApp

service, then it uses your personal information to operate, maintain and provide you with the features and functionality of the SpeakApp Site and SpeakApp Service. In particular, your mobile phone number is essential for your use of the SpeakApp Service and will be withheld. Any billing information that may be collected from you will be deleted within thirty (30) days after the termination of your account with SpeakApp. Any personally identifiable information or content status that you voluntarily disclose on the SpeakApp Service is publicly available and may be collected and used by other users of the SpeakApp Service (unless such user is blocked by you). Your name (as it is saved in another user's mobile phone address book or contact list) can be shown to other users when updating your status messages through the SpeakApp Service and other users can contact you at through the SpeakApp Service. We do not use your mobile phone number or other personally identifiable information to send commercial or advertising messages without your consent, except as part of a specific program or function for which you will have the ability to accept or unsubscribe. We may, however, use your mobile phone number (or email address, if any) without your consent for non-marketing or administrative purposes (such as notifying you of large SpeakApp site or changes to the SpeakApp service or for service purposes. to the client). We may use both your personally identifiable information and certain non-personally identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, browsing data, etc.) to improve the quality

and design of the site. SpeakApp and SpeakApp Service and to create new features, promotions, functions and services by storing, monitoring and analyzing user preferences and trends. Hopefully we improve the SpeakApp Site and service and don't make it perform any worse. We may use cookies and record file information to: (a) remember the information so that you will not have to re-enter it during your visit or the next time you use the SpeakApp Service or SpeakApp Site; (b) provide personalized content and personalized information; (c) control individual and aggregate statistics, such as the total number of visitors, page views, etc .; and (d) tracking your posts, submissions, opinions and such. When SpeakApp discloses information Other users of the SpeakApp Service may view the status displays in a way that is consistent with their use of the SpeakApp Service. For example, a status of "I cannot speak, please send an SMS" set by the phone number +34 620 293 093 will be available to all SpeakApp Service users who have that mobile phone number in the address book or Your mobile phone's contact list. In other words: If another user has your mobile phone number saved in their mobile phone's address book or contact list, they will be able to see your status information unless you have chosen to block said user. "Last Seen" information is available and is shown to each user with their mobile phone number in your mobile phone address book or address book (and that has not been blocked), and reflects the approximate last time the SpeakApp mobile app has been used or brought to the foreground on your mobile phone. "Last

Seen" information is disclosed to SpeakApp when a user brings the mobile app to the fore. We do not sell or we share your personally identifiable information (such as mobile phone number) with other third-party companies for their commercial or marketing use without your consent, except as part of a specific program or function for which you will have the ability to opt-in or opt-out. We may share your personally identifiable information with third party service providers to the extent reasonably necessary to carry out, improve or maintain the SpeakApp Service. We may share non-personally identifiable information (such as anonymous user usage data, referring / exit pages and URLs, platform types, asset views, number of clicks, etc.) with interested third parties to help them understand usage patterns for certain content, services, advertisements, promotions, and / or functionality on the SpeakApp Site. We may collect and release personally identifiable information and / or non-personally identifiable information if required to do so by law or in the good faith belief that such action is necessary to comply with state and federal laws (such as US Property Law Intellectual), international law or responding to a court order, subpoena or search warrant or equivalent, or when in our reasonable belief, the physical safety of an individual may be compromised or threatened. SpeakApp also reserves the right to disclose personally identifiable information and / or non-personally identifiable information that SpeakApp believes, in good faith, is appropriate or necessary to enforce the Terms of Service, take precautions against liability, to investigate

and defend against any third party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the SpeakApp Site or our servers, and to protect the rights, property or personal safety of SpeakApp, our users or other Your choices may, of course, decline to submit personally identifiable information through the SpeakApp Site or the SpeakApp Service, in which case SpeakApp may not be able to provide certain services to you. If you do not agree to our Privacy Policy or Terms of Service, please delete your account, uninstall the SpeakApp mobile application and stop using the SpeakApp Service; Your continued use of the SpeakApp Service will signify your consent and acceptance of our Privacy Policy and Terms of Service. To protect your privacy and security, we take reasonable steps (such as SMS authentication in certain cases) to verify your identity before registering your mobile phone number and allowing you access to the SpeakApp Service. Please contact SpeakApp via email to support speakappmessenger.com or available web forms with any questions or comments about this privacy policy, your personal data, your consent, or your exclusion in the option (s) of exclusion. Third-party advertisers, links to other sites We are not fans of advertising. SpeakApp is currently ad-free and we hope it will stay that way forever. We have no intention of introducing advertising into the product, but if we ever do, we will update this section. Our Commitment to Data Security SpeakApp uses commercially reasonable physical, managerial, and technical precautions necessary to preserve the integrity and security of your

personal information. We cannot, however, ensure or guarantee the security of any information that you transmit to SpeakApp and you do so at your own risk. The use of unsecured Wi-Fi or other unprotected networks to send messages through the SpeakApp Service is not recommended. Once we receive your transmission of information, SpeakApp makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information will not be accessed, disclosed, altered or destroyed by failure to comply with any of our physical, technical or managerial security measures. If SpeakApp learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective measures. SpeakApp may post a notice on the SpeakApp Site or through the SpeakApp Service if a security breach occurs. Our Commitment to Children's Privacy 'Protecting the privacy of young children is especially important. For that reason, SpeakApp does not collect or maintain personally identifiable information or Non-personally identifiable information on the SpeakApp Site or SpeakApp Service persons under the age of 16, and no part of the SpeakApp Service is directed or intended to be used by persons under 16 years of age. If you are under 16 years of age, then please do not use the SpeakApp Service or access the SpeakApp Site at any time or in any way. If SpeakApp learns that personally identifiable information from persons under 16 years of age has been collected on the SpeakApp SpeakApp Site or Service, then SpeakApp may deactivate the account

and / or make submissions inaccessible. And always, think about the children! Special note for international users SpeakApp is hosted in Barcelona (Spain), and the use of the service is governed by Spanish law. You expressly accept that the conditions of service and the Privacy Policy of Spanish law must for this purpose. In the event of a merger, acquisition or bankruptcy In the event that SpeakApp is acquired or merged with a third party, we reserve the right to transfer or assign the information that we have collected from our users as part of such merger, acquisition, sale, or other change of control. In the (hopefully) unlikely event of our bankruptcy, insolvency, reorganization, receivership or assignment for the benefit of creditors, or the application of laws or principles of equity that affect the rights of creditors in general, you may not be able to control how your personal information is processed, transferred or used. Changes and updates to this Privacy Policy This Privacy Policy may be reviewed periodically and this is reflected in the "effective date" below. Please visit this page to be aware of any changes. Your continued use of the SpeakApp Site and SpeakApp Service constitutes acceptance of this Privacy Policy and any amendments.

Last modified date:

This Privacy Notice was modified on April 12, 2021

