

SpeakApp - Terms of use

The following terms and conditions govern all use of the SpeakApp mobile applications and services (Applications). The Applications are offered subject to your acceptance without modification of all the terms and conditions contained in this document and all other operating rules and policies (including, but not limited to, the SpeakApp Privacy Policy).

Please read this Agreement carefully before accessing or using the Applications. By accessing or using the Applications, you agree to be bound by the terms and conditions of this agreement. If you do not accept all the terms and conditions of this agreement, you will not be able to access or use the Applications. Acceptance is expressly limited to these terms.

1. Use of our service

SpeakApp is a communication and location sharing application for smartphones. With SpeakApp, you can see your family and friends on a private map, stay in touch 24/7, and protect your loved ones. Premium subscribers also enjoy unlimited access to the creation of Security Zones, locations of their contacts during the last 60 days, and the unlocking of all instant translation options.

You may use the Service only if you are able to enter into a binding contract with SpeakApp, and only in accordance with this Agreement and all applicable local, state, national and international laws, rules and regulations. Anyone under the age of 13 is strictly prohibited from creating an account for the Service. Additionally, anyone under the age of 13 can only accept invitations from parents / legal guardians to join their account. The Service is not available to any User previously removed from the Service by SpeakApp.

2. Your SpeakApp account

If you create a SpeakApp account, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur on the account and for any other actions taken in connection with the account. You must immediately notify SpeakApp of any unauthorized use of your account or any other breach of security. SpeakApp will not be liable for any act or omission on your part, including damages of any kind incurred as a result of such acts or omissions.

3. Responsibility of taxpayers

If you create or submit any content (Content) to the Applications, or allow a third party to create or submit

Content to the Applications, you are fully responsible for the content and for any damages resulting from that content. That is the case regardless of whether the Content in question constitutes text, graphics, video, location data, or binary data. By submitting Content, you represent and warrant that:

downloading, copying and using the Content will not infringe the proprietary rights, including but not limited to the copyrights, patents, trademarks or trade secrets of third parties;

If your employer has rights to the intellectual property that you create, you (i) received permission from your employer to publish or make available the Content, including but not limited to any software, or (ii) obtained from your employer a waiver in regarding all rights to the Content;

you have fully complied with third party licenses related to the Content and have done everything necessary to successfully convey the required terms to end users;

the Content is not pornographic, does not contain threats or incites violence towards persons or entities, and does not violate the privacy or publicity rights of any third party;

your account does not have a name that misleads your partner into thinking that you are someone else. For example, your name and email address do not belong to anyone other than yourself.

4. Content submission

By submitting Content to SpeakApp for inclusion in the Applications, you grant SpeakApp a worldwide, royalty-free and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying it to the person with whom it was paired, or who was waiting to confirm the pairing, at the time of shipment. If you delete Content, SpeakApp will use reasonable efforts to remove it from the database, but you acknowledge that caching or references to Content may not be immediately unavailable.

There is no tolerance for objectionable content or abusive users. Without limiting any such statements or warranties, SpeakApp has the right (but not the obligation) to, in SpeakApp's sole discretion (i) reject or remove any content that, in SpeakApp's reasonable opinion, violates any SpeakApp policy or is of in any way disruptive or objectionable, or (ii) terminate or deny access to and use of the Applications to any individual or entity for any reason, at SpeakApp's sole discretion. SpeakApp will have no obligation to refund amounts previously paid.

5. Responsibility of the users of the application

SpeakApp has not reviewed, and cannot review, the Content posted to the Applications and therefore cannot be responsible for the content, use or effects of that Content. By operating the Applications, SpeakApp does not represent or imply that it endorses the material published there, or that it believes that such material is accurate, useful or not harmful. The Applications may contain content that is offensive, indecent, or otherwise objectionable, as well as content that contains technical inaccuracies, typographical errors, and other errors. The Applications may also contain material that violates the rights of privacy or publicity, or infringes the intellectual property and other proprietary rights of third parties, or its download, copy or use is subject to additional terms and conditions, declared or not. SpeakApp disclaims any responsibility for any damage resulting from the use by users of the Applications, or from any download by those users of the content published there.

6. Content posted on other websites

We have not reviewed, and cannot review, all material available through the websites and web pages to which the Applications are linked, and that link to the Applications. SpeakApp has no control over those

websites and is not responsible for their content or use. By linking to such website or web page, SpeakApp does not represent or imply that it endorses such website or web page. SpeakApp disclaims any responsibility for any damage resulting from your use of these websites and web pages.

7. Intellectual property

This Agreement does not transfer any third party intellectual property from SpeakApp to you, and all rights, title and interest in such property will remain (as between the parties) solely with SpeakApp. SpeakApp and all other trademarks, service marks, graphics and logos used in connection with the Applications are trademarks or registered trademarks of SpeakApp or SpeakApp's licensors. Other trademarks, service marks, graphics and logos used in connection with the Applications may be trademarks of third parties. Your use of the Applications does not grant you any right or license to reproduce or otherwise use any SpeakApp or third-party trademarks.

8. Announcements

SpeakApp reserves the right to display advertisements in the Applications.

9. Changes

SpeakApp reserves the right, in its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Applications after the posting of any changes to this Agreement constitutes acceptance of those changes. SpeakApp may also, in the future, offer new services and / or features through the Applications (including the release of new tools and resources). Such new features and / or services will be subject to the terms and conditions of this Agreement.

10. Termination

SpeakApp may terminate your access to all or part of the Applications at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account (if you have one), you can simply stop using the Applications or use the option enabled in the Application settings menu, which will immediately delete all the information we have stored about you. All provisions of this Agreement that by their nature should survive termination will survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

11. Disclaimer of warranties

Applications are provided as is. SpeakApp and its suppliers and licensors disclaim all warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither SpeakApp nor its suppliers and licensors warrant that the Applications will be error-free or that access to them will be continuous or uninterrupted. You understand that you download or obtain content or services through the Applications at your own discretion and risk.

12. SpeakApp Premium

a) Premium is a paid subscription service from SpeakApp that includes:

- Unlimited number of Security Zones (up to 1 in the free version)
- Unlimited number of location alerts (up to 1 in the free version)
- Location history of the last 60 days.
- Unlock the Translation options, including the one that allows you to maintain a Chat that simultaneously translates conversations with users who speak a language other than yours.

Offers may vary by location.

b) Billing policies.

If you choose to use the Premium Subscription, you agree to the prices and payment terms, as we may update them from time to time. SpeakApp may add new services for additional fees and charges, or modify fees and charges for existing services, at any time in its sole discretion. Any change in our prices or payment terms will be effective in the billing cycle after you are notified of such change as provided in this Agreement.

c) Prices and payment conditions

The SpeakApp subscription is paid in advance. All subscription and access charges to the Service are paid in advance. SpeakApp reserves the right to offer a free trial period, which will automatically renew to a paid subscription at the end of the trial. SpeakApp is not responsible for any charges or expenses incurred as a result of charges billed by SpeakApp in accordance with the Terms of Service (eg, Overdraft accounts, exceeding credit card limit, etc.) . By providing a credit card number or other payment method with advance authorization features (for example, some PayPal accounts), you authorize SpeakApp to continue to charge the payment method for all charges owed to SpeakApp until your payment

is settled. Premium subscription account and you cancel it.

d) No refunds.

You can cancel your SpeakApp account at any time; however, there are no refunds for unused time on a subscription, no license or subscription fees for any part of the Service, any content or data associated with your account, or anything else. By canceling your Premium subscription service, your subscription will be valid until your payment period is completed.

All information you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and up-to-date. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at prices in effect when such charges are incurred. charges. You will pay applicable taxes, if any, related to such purchases, transactions, or other monetary transaction interactions.

13. Limitation of liability

In no event shall SpeakApp, or its suppliers or licensors, be liable with respect to any subject of this

agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of acquiring substitute products or services; (iii) due to interruption of use or loss or corruption of data; or (iv) for any amount in excess of the fees paid by you to SpeakApp under this agreement during the twelve (12) month period prior to the cause of the action. SpeakApp will have no responsibility for any failure or delay due to matters beyond its reasonable control. The foregoing will not apply to the extent prohibited by applicable law.

14. General representation and warranty

You represent and warrant that (i) your use of the Applications will be strictly in accordance with the SpeakApp Privacy Policy, with this Agreement and with all applicable laws and regulations (including, but not limited to, local laws or regulations in your country , City state). , or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your Use of the Applications will not infringe or misappropriate the intellectual property rights of third parties.

15. Indemnification

You agree to indemnify and hold SpeakApp, its contractors and licensors, and their respective directors, officers, employees and agents harmless from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Applications, including but not limited to your violation of this Agreement.

16. Various

This Agreement constitutes the entire agreement between SpeakApp and you with respect to the subject matter thereof, and may only be modified by a written amendment signed by an authorized SpeakApp executive, or by the publication by SpeakApp of a revised version. Except to the extent applicable by law, if any, provided otherwise, this Agreement, access to or use of the Applications will be governed by the laws of Spain, excluding its provisions on conflict of laws, and the appropriate place for any dispute that arises outside of or related to any of them will be the courts located in Barcelona (Spain). Except in the case of claims for injunctive or equitable relief or claims related to intellectual property rights (which may be filed in any competent court without the issuance of a bond), any dispute arising under this Agreement will be ultimately resolved in accordance with the arbitration rules. The

arbitration will take place in Barcelona (Spain), in the English or Spanish language and the arbitration decision may be executed in any court. The prevailing party in any action or proceeding to enforce this Agreement will be entitled to attorneys' fees and costs. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the original intent of the parties, and the remaining parts will remain in their entirety for the duration of the term. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any event, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents and agrees to be bound by its terms and conditions; SpeakApp may assign its rights under this Agreement without condition. This Agreement shall be binding and secure for the benefit of the parties, their successors and authorized assignees.

17. Contact

Please contact us info@speakappmessenger.com with any questions regarding this Agreement.

This Agreement was last modified on April 12, 2021.