

Terms of Service

An Introduction to Talk-aloud's Terms of Service

Welcome to Talk-aloud! Here is a quick summary of the highlights of our Terms of Service:

- ***Our mission is to help students overcome stigma associated with mental disorders, to bridge the gap between mental health experts and students who are fighting enormous stress daily.*** The Talk-aloud platform offers a place to ask questions and connect with people who contribute their insights and quality answers. This empowers people to learn from each other and to better understand the world.
- **You own the content that you post;** you also grant us and other users of the Talk-aloud platform certain rights and license to use it. The details of these licenses are described in section 3(c) below.
- **You are responsible for the content that you post.** This includes ensuring that you have the rights needed for you to post that content and that your content does not violate the legal rights of another party or any applicable laws.
- **You can repost content from Talk-aloud elsewhere,** provided that you attribute the content back to the Talk-aloud platform and respect the rights of the original poster, including any "not for reproduction" designation, and do not use automated tools.
- **We do not endorse or verify content posted by users.** Our content and materials are provided to you "as is," without any guarantees. You are solely responsible for your own use of the Talk-aloud platform. **Posts from lawyers, doctors, and other professionals should not be treated as a substitute for professional advice for your specific situation.**
- **You agree to follow the rules of our platform.** When you use the Talk-aloud platform, you also agree to our Terms of Service, accept our [Privacy Policy](#), and agree to follow our [Acceptable Use Policy](#) and
- **We offer tools for you to give feedback and report complaints.** If you think someone has violated your intellectual property rights, other laws, or Talk-aloud's policies, you can initiate a report at the [contact us portal](#)

We are pleased that you want to join the Talk-aloud platform and encourage you to read the full Terms of Service.

Medical information disclaimer

1. Credit

- 1.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

2. No Medical advice

- 2.1 www.talk-aloud.com contains general medical information. Talk aloud does not provide medical advice. It is intended for informational purposes only. It is not a substitute for professional medical advice, diagnosis or treatment. Never ignore professional medical advice in seeking treatment because of something you have read on the Talk aloud's Chatbox. If you think you may have a medical emergency, immediately call your doctor or check out crisis resources present on our website subject to terms of use.
- 2.2 The medical information provided via chat is not advice and should not be treated as such.
- 2.3 Talk aloud admins who will chat at no point claim to have a MBBS degree or diploma for psychological help except a certification of Psychological First Aid from John Hopkins University via Coursera and personal training from fully trained private consultant Dr. Malleka for Crisis Prevention.
- 2.4 Talk aloud only creates awareness among the visitors about their problems, helps them introspect and come up with **their own rational solutions** by asking concrete questions.

3. No warranties

- 3.1 The medical information on our website is provided without any representations or warranties, expressed or implied.
- 3.2 Without limiting the scope of Section 3.1, we do not warrant or represent that the medical information on this website:
- (a) will be constantly available, or available at all; or
 - (b) is true, accurate, complete, current or non-misleading.

4. Medical assistance

- 4.1 You must not rely on the information on our website/anonymous as an alternative to medical advice from your doctor or other professional healthcare provider.
- 4.2 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
- 4.3 If you think you may be suffering from any medical condition, you should seek immediate medical attention.

4.4 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information shared on our website or by the anonymous chat.

5. Interactive features

5.1 Our website includes interactive features that allow users to communicate with us.

5.2 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

5.3 Any assistance you may receive using any of our website's interactive features does not constitute specific advice and, accordingly, should not be relied upon without further independent confirmation.

6. Limits upon exclusions of liability

6.1 Nothing in this disclaimer will:

- (a) take liability for death or personal injury resulting from negligence;
- (b) take liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

7. No DOCTOR- PATIENT RELATIONSHIP at any point of time

7.1 Any assistance you may receive using any of our website's interactive features does not claim to create a doctor patient relationship at any point of time. All of it is mere general advice and accordingly, should not be relied upon without further independent confirmation.

Additional Information

The Site Does Not Provide Medical Advice

The contents of the Talk-aloud Site, such as text, graphics, images, and other material contained on the Talk-aloud Site ("Content") are for informational purposes only. **The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment.** Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Talk-aloud Site!

If you think you may have a medical emergency, call your doctor immediately.

Talk aloud does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance

on any information provided by Talk aloud, Talk aloud employees, others appearing on the Site at the invitation of Talk aloud, or other visitors to the Site is solely at your own risk.

Consent

By using our website and its features, you hereby consent to our disclaimer and agree to its terms.

Talk-aloud Terms of Service

Last Updated: June 18, 2020

Welcome to Talk-aloud! Talk-aloud is a platform to gain and share knowledge, empowering people to learn from others and better understand the world.

These terms of service ("Terms of Service") set forth the agreement ("Agreement") between you and Talk-aloud. ("Talk-aloud" "we" or "us"). It governs your use of the products and services we offer through our websites and applications (collectively the "Talk-aloud Platform").

Please make sure to read it, because, by using the Talk-aloud Platform, you consent to these terms.

1. The Mission of the Talk-aloud Platform

Talk-aloud's mission is to help adolescents overcome the stigma associated with mental disorders; to bridge the gap between mental health experts and students who are fighting enormous stress daily.

2. Using the Talk-aloud Platform:

- a. **Who Can Use It-** Use of the Talk-aloud Platform by anyone under 13 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to these Terms of Service and affirm that they accept this Agreement on your behalf and bear responsibility for your use. If you are accepting these Terms of Service on behalf of someone else or an entity, you confirm that you have the legal authority to bind that person or entity to this Agreement.
- b. **Registration-** When you set up a profile on the Talk-aloud Platform, you will be asked to provide certain information about yourself. You agree to provide us with accurate information, including your real name or real name of the entity you represent, when you create your account on the Talk-aloud Platform. We will treat information you provide as part of registration in

accordance with our [Privacy Policy](#). You should take care in maintaining the confidentiality of your password.

- c. **Privacy Policy.** Our privacy practices are set forth in our [Privacy Policy](#). By use of the Talk-aloud Platform, you agree to accept our [Privacy Policy](#), regardless of whether you are a registered user.
 - d. **Acceptable Use Policy.** In your interaction with others on the Talk-aloud Platform, you agree to follow the [Acceptable Use Policy](#) at all times.
 - e. **Termination.** You may close your account at any time. We may terminate or suspend your Talk-aloud account if you violate any Talk-aloud policy or for any other reason.
 - f. **Changes to the Talk-aloud Platform.** We are always trying to improve your experience on the Talk-aloud Platform. We may need to add or change features, including our Terms of Service and Privacy Policy. In case of such changes, you will be duly notified via email.
 - g. **Feedback.** We welcome your feedback and suggestions about how to improve the Talk-aloud Platform. Feel free to submit feedback via email (talk.aloud@gmail.com) our Instagram or Facebook handles. By submitting feedback, you agree to grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, freely and without compensation to you.
3. **Your Content:**
- a. **Definition of Your Content-** The Talk-aloud Platform enables you to add posts, texts, photos, videos, links, and other files and information about yourself to share with others. All material that you upload, publish or display to others via the Talk-aloud Platform will be referred to collectively as "Your Content." You acknowledge and agree that, as part of using the Talk-aloud Platform, Your Content may be viewed by the general public.
 - b. **Ownership- You, or your licensors, as applicable, retain ownership of the intellectual property in Your Content, subject to the non-exclusive rights granted below.**
 - c. **License and Permission to Use Your Content-**
 - i. By submitting, posting, or displaying Your Content on the Talk-aloud Platform, you grant Talk-aloud and its affiliated companies a non-exclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable (through multiple tiers), license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, translate, communicate and make available to the public, and otherwise use Your Content in connection with the operation or use of the Talk-aloud Platform or the promotion, advertising or marketing of the Talk-aloud Platform or our business partners, in any and all media or distribution methods (now known or later developed), including via means of automated distribution, such as through an application programming interface (also known as an "API"). You agree that this license includes the

right for Talk-aloud to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with Talk-aloud for the syndication, broadcast, communication and making available to the public, distribution or publication of Your Content on the Talk-aloud Platform or through other media or distribution methods. This license also includes the right for other users of the Talk-aloud Platform to use, copy, reproduce, adapt, modify, create derivative works from, publish, transmit, display, and distribute, translate, communicate and make available to the public Your Content, subject to our Terms of Service. Except as expressly provided in these Terms of Service, this license will not confer the right for you to use automated technology to copy or post questions and answers or to aggregate questions and answers for the purpose of making derivative works. If you do not wish to allow your answers to be translated by other users, you can globally opt out of translation in your profile settings or you can designate certain answers not for translation.

- ii. Once you post an answer to a question, you may edit or delete your answer at any time from public display except in the case of anonymously posted answers if possible in future course. However, we may not be able to control removal of the answer from display on syndicated channels or other previously distributed methods outside of our website. Talk-aloud may remove suspected spam from your answers. Once you post a question, it may be edited or deleted by other users or by Talk-aloud at any time. Any edits and changes made by you may be visible to other users. The right for Talk-aloud to copy, display, transmit, publish, perform, distribute, store, modify, and otherwise use any question you post, and sublicense those rights to others, is perpetual and irrevocable, to the maximum extent permitted by law, except as otherwise specified in this Agreement.
- iii. You acknowledge and agree that Talk-aloud may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any of Your Content violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Talk-aloud, its users, or the public.
- iv. You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display or distribute it over computer networks, devices, service providers, and in various media. We also may remove or refuse to publish Your Content, in whole or part, at any time.
- v. You further give us the permission and authority to act as your nonexclusive agent to take enforcement action against any unauthorized use by third

parties of any of Your Content outside of the Talk-aloud Platform or in violation of our Terms of Service.

- d. **Your Responsibilities for Your Content**- By posting Your Content on the Talk-aloud Platform, you represent and warrant to us that:
- i) you have the ownership rights, or you have obtained all necessary licenses or permissions to use Your Content and grant us the rights to use Your Content as provided for under this Agreement, and;
 - ii) that posting Your Content violates no intellectual property or personal right of others or any applicable law or regulation, including any laws or regulations requiring disclosure that you have been compensated for Your Content. **If notified of the existence of infringing content, Talk Aloud has the responsibility to remove it from their platform.** You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with Your Content. You are responsible for ensuring that Your Content does not violate Talk-aloud's [Acceptable Use Policy](#), other published Talk-aloud policy, or any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.
4. **Our Content and Materials:**
- a. **Definition of Our Content and Materials**-All intellectual property in or related to the Talk-aloud Platform (specifically including, but not limited to our software, the Talk-aloud marks, the Talk-aloud logo, but excluding Your Content) is the property of Talk-aloud, or its subsidiaries and affiliates, or content posted by other Talk-aloud users licensed to us (collectively "Our Content and Materials").
 - b. **Data**- All data Talk-aloud collects ("Data") about use of the Talk-aloud Platform by you or others is the property of Talk-aloud, its subsidiaries, and affiliates. For clarity, Data does not include Your Content and is separate from Our Content and Materials.
 - c. **Our License to You**-
 - i. We grant you a personal, limited, non-exclusive license to use and access Our Content and Materials and Data as made available to you on the Talk-aloud Platform in connection with your use of the Talk-aloud Platform, subject to the terms and conditions of this Agreement.
 - ii. Talk-aloud gives you a worldwide, royalty-free, revocable, personal, non-assignable and non-exclusive license to re-post Our Content and Materials anywhere on the web, subject to these Terms and Conditions and provided that: (a) the content in question was added to the Talk-aloud Platform after June 18, 2020; (b) the user who created the content has not explicitly marked the content as not for

reproduction on the Talk-aloud Platform; (c) you do not modify the content; (d) you attribute Talk-aloud by name in readable text and with a human and machine-followable link (an HTML <a> anchor tag) linking back to the page displaying the original source of the content on our site on every page that contains Our Content and Materials; (e) upon request, either by Talk-aloud or a user, you remove the user's name from content which the user has subsequently made anonymous; (f) upon request, either by Talk-aloud or by a user who contributed to the content, you make a reasonable effort to update a particular piece of content to the latest version on the Talk-aloud Platform; and (g) upon request, either by Talk-aloud or by a user who contributed to the content, you make a reasonable attempt to delete content that has been deleted or marked as not for reproduction on the Talk-aloud Platform; (h) you don't republish more than a small portion of Our Content and Materials; (i) you do not use any automated tools to aggregate or create derivative works. In exercising these rights, you may not implicitly or explicitly assert any connection with, sponsorship or endorsement by Talk-aloud, or any Talk-aloud user, without separate, express prior written permission from us.

- iii. We may terminate our license to you at any time for any reason. We have the right but not the obligation to refuse to distribute any content on the Talk-aloud Platform or to remove content. Except for the rights and license granted in these Terms of Service, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
- d. **Permitted uses**- If you operate a search engine, web crawler, bot, scraping tool, data mining tool, bulk downloading tool, get utility, or similar data gathering or extraction tool, you may access the Talk-aloud Platform, subject to the following additional rules: i) you must use a descriptive user agent header; ii) you must follow robots.txt at all times; iii) your access must not adversely affect any aspect of the Talk-aloud Platform's functioning; and iv) you must make it clear how to contact you, either in your user agent string, or on your website if you have one. You represent and warrant that you will not use any automated tools such as artificial intelligence or machine learning i) to create derivative works of Our Content and Materials; ii) to create any service competitive to the Talk-aloud Platform; or iii) for other commercial purposes except as expressly permitted by these Terms of Service or the written consent of Talk-aloud.
- e. **No Endorsement or Verification**- Please note that the Talk-aloud Platform contains access to third-party content, products and services, and it offers interactions with third parties. Participation or availability on the Talk-aloud Platform does not amount to endorsement or verification by us. We make

no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Talk-aloud Platform by anyone.

- f. **Ownership**- You acknowledge and agree that Our Content and Materials remain the property of Talk-aloud's users or Talk-aloud.
5. **Integrated Service Provider**- You may enable another online service provider, such as a social networking service ("Integrated Service Provider"), to be directly integrated into your account on the Talk-aloud Platform. By enabling an integrated service, you are allowing us to pass to, and receive from, the Integrated Service Provider your log-in information and other user data. For more information about Talk-aloud's use, storage, and disclosure of information related to you and your use of integrated services within Talk-aloud, please see our [Privacy Policy](#). Note that your use of any Integrated Service Provider and its own handling of your data and information is governed solely by their terms of use, privacy policies, and other policies.
6. **More About Certain Offerings on the Talk-aloud Platform:**
 - a. **Digests**- When you sign up for the Talk-aloud Platform, the service includes receipt of a digest of questions and answers that may be of interest to you. You can opt out of receipt of the digest, and adjust other communication settings, by going to "Email and Notification" settings in your account profile, as further described in our [Privacy Policy](#).
 - b. **Advertisements**. The Talk-aloud Platform may include advertisements, which may be targeted to content or information on the Talk-aloud Platform, queries made through the Talk-aloud Platform, or other information, in an effort to make them relevant to you. The types and extent of advertising by Talk-aloud are subject to change. In consideration for Talk-aloud granting you access to and use of the Talk-aloud Platform, you agree that Talk-aloud and its third-party providers and partners may place such advertising on the Talk-aloud Platform. If you wish to become an advertiser, you will be required to enter into separate and supplemental terms with us about providing advertising services on the Talk-aloud Platform.
 - c. **Legal, Medical & Other Professional Contributors**. Some users who post content are members of legal, medical, and other licensed professions (collectively, "Professional Contributors"). **Content posted by Professional Contributors should not be relied upon as a substitute for advice from a professional that is appropriate for your specific situation.** Talk-aloud has provided certain disclaimer template language that Professional Contributors may edit and incorporate in their answers. You here by confirm that you had been shown the disclaimer by the professional.
 - d. **Buttons, Links and Widgets**- You have permission to use Talk-aloud's buttons, links, and widgets, subject to these Terms of Service (including the disclaimers and limitations of liability) and provided that: (a) your use of

such buttons, links and widgets link only to the Talk-aloud Platform; (b) you will not modify such buttons, links, or widgets or associated code in any manner; (c) you will not use any such buttons, links, or widgets in any manner which implies or suggests that Talk-aloud endorses, sponsors, or recommends the website on which such buttons, links and widgets are used; and (d) the use of such buttons, links and widgets, and the website on which such buttons, links and widgets are used do not violate Talk-aloud's [Acceptable Use Policy](#).

- e. **Web resources and third-party services**- The Talk-aloud Platform may also offer you the opportunity to visit links to other websites or to engage with third-party products or services. You assume all risk arising out of your use of such websites or resources.
- f. **Services that Require Separate Agreement**- Certain features or services may require that you enter into a separate and supplemental written agreement prior to use.
- 7. **Reporting Violations of Your Intellectual Property Rights, Talk-aloud Policies, or Applicable Laws**. We have a special process for reporting violations of your intellectual property rights or other violations of Talk-aloud policies or applicable laws.
We have no obligation to delete content that you personally may find objectionable or offensive. We endeavour to respond promptly to requests for content removal, consistent with our policies and applicable law.
- 8. **DISCLAIMERS AND LIMITATION OF LIABILITY**

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF TALK-ALLOUD ENTITIES TO YOU.

"TALK-ALLOUD ENTITIES" MEANS TALK-ALLOUD, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. WE ARE PROVIDING YOU THE TALK-ALLOUD PLATFORM, ALONG WITH OUR CONTENT AND MATERIALS AND THE OPPORTUNITY TO CONNECT WITH OTHERS, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TALK-ALLOUD ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

- b. TALK-ALOUD MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY USER OR THIRD PARTY; (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE TALK-ALOUD PLATFORM, INCLUDING AN INTEGRATED SERVICE PROVIDER OR PROFESSIONAL CONTRIBUTOR; (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE TALK-ALOUD PLATFORM; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT. TALK-ALOUD MAKES NO WARRANTY THAT: (a) THE TALK-ALOUD PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE TALK-ALOUD PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE TALK-ALOUD PLATFORM, A PROFESSIONAL CONTRIBUTOR, OR ANY OTHER USER WILL BE ACCURATE OR RELIABLE; OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED OR PURCHASED BY YOU THROUGH THE TALK-ALOUD PLATFORM WILL BE SATISFACTORY.
- c. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, TALK-ALOUD ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TALK-ALOUD ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE TALK-ALOUD PLATFORM.
- d. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE TALK-ALOUD PLATFORM IS TO STOP USING THE TALK-ALOUD PLATFORM.
- e. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

THE TALK ALOUD FURTHER DISCLAIMS ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK. THIS CLAIM IS INCLUSIVE OF THE CHAT OPTION AVAILABLE AT SITE FOR ANONYMOUS USE.

9. Indemnification

You agree to release, indemnify, and defend Talk-aloud Entities from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of the Talk-aloud Platform, ii) Your Content, iii) your conduct or interactions with other users of the Talk-aloud Platform, or iv) your breach of any part of this Agreement. We will promptly notify you of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defence and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defence of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

10. Dispute Resolution

This Agreement and any action arising out of your use of the Talk-aloud Platform will be governed by the laws of the India without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with your use of the Talk-aloud Platform will be brought solely in Delhi, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration will initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

11. General Terms

- a. **Changes to these Terms of Service.** We may amend this Agreement (including any policies, such as the [Privacy Policy](#), [Acceptable Use Policy](#), and that are incorporated into this Agreement) at any time, in our sole discretion. If we amend material terms to this Agreement, such amendment

will be effective after we send you notice of the amended agreement. The notice shall be sent via email and a post on the Talk-aloud platform. You can view the Agreement and our main policies at any time [here](#). Your failure to cancel your account, or cease use of the Talk-aloud Platform, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Talk-aloud Platform.

- b. **Governing Law and Jurisdiction-** You agree that Talk-aloud is operated in the India and will be deemed to be solely based in Delhi and a passive service for purposes of jurisdictional analysis. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in civil or state court in Delhi and governed by laws of the state of Delhi and civil law, without regard to any conflict of law provisions.
- c. **Use Outside of the India-** Talk-aloud expressly disclaims any representation or warranty that the Talk-aloud Platform complies with all applicable laws and regulations outside of the India. If you use the Talk-aloud Platform outside of the India, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Talk-aloud Platform.
- d. **Export-** The Talk-aloud Platform is controlled and operated from our India offices in Delhi. Talk-aloud software is subject to India export controls. No software for Talk-aloud may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to Indian government embargo, or that has been designated by the India government as a "terrorist supporting" country, and (2) listed on any Indian government list of prohibited or restricted parties.
- e. **Applications and Mobile Devices-** If you access the Talk-aloud Platform through a Talk-aloud application, you acknowledge that this Agreement is between you and Talk-aloud only, and not with another application service provider or application platform provider (such as Apple Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Talk-aloud Platform through a mobile device, your wireless carrier's standard charges, data rates, and other fees may apply.
- f. **Assignment-** You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

- g. **Electronic Communications.** You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.
- h. **Entire Agreement/ Severability**-This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Talk-aloud Platform and constitutes the entire agreement between you and us regarding the Talk-aloud Platform (except as to services that require separate written agreement with us, in addition to this Agreement). If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the Agreement, which will remain in full force and effect.
- i. **Interpretation**- In construing or interpreting the terms of this Agreement: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party's favor as a result of its counsel's role in drafting this Agreement.
- j. **Notices**- All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to you, by us via email to the address associated with your account, and (ii) if to us, by you via aloud.talk@gmail.com. Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.
- k. **Relationship**- This Agreement does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- l. **Waiver**- No waiver of any terms will be deemed a further or continuing waiver of such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.
- m. **Further Assurances**- You agree to execute a hard copy of this Agreement and any other documents, and to take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.

12. Third Party Information on the Platform:

1. The Owner is not an agent for any of the merchants or third parties listed on Platform and the Owner has no responsibility for and no liability whatsoever in respect of the conduct of such merchants or third parties or quality of service provided by them.

13. Links to Other Sites

1. The Platform may include links to other Platforms. Some of these Platforms may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for convenience only and Platform does not endorse these Platforms or products and services they provide.

2. Restrictions on use

In addition to these Terms of Use, user shall not -

- a. Use the third party links to sites without agreeing to their platform terms and conditions.
- b. Post links to third party platforms or use their logo, company name etc. without their prior written permission.
- c. Use the services for spamming and other illegal purposes.
- d. Impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without their permission, forge another persons' digital signature, misrepresent the source, identity, or access the accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the services, perform any other similar fraudulent activity or otherwise purchase product or service which we reasonably believe to be potentially fraudulent.
- e. Infringe our or any third party's intellectual property rights, rights of publicity or privacy.
- f. Use the service if you are below the age of 13 with or without an adult supervision and in accordance with applicable law.
- g. Post or transmit any message, data, image or program which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or unlawful harassing.
- h. Refuse to cooperate in any investigation or provide confirmation of identity or any other information as asked by the Owner.
- i. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the service and the Platform or features that enforce limitations in the use of the services.
- j. Use the service in any manner that could damage, disable, overburden, or impair it, including without limitation, using the services in an automated manner;
- k. Use any robot, spider, other automatic device, or manual process to monitor or copy the Platform without prior written permission;
- l. Interfere or disrupt this Platform or networks connected to this Platform;

- m. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our Platform or to manipulate your presence on your Platform;
- n. Use Platform to collect or obtain personal information, including but not limited to financial information, about other users of the Platform.