

TERMS AND CONDITIONS

Welcome to AnoTalk!

AnoTalk is owned and operated by UNDECAGON Kft.

These are the terms and conditions for:

- **AnoTalk App (Android version – Available on Google Play)**
- <https://anotalk.pl>

By downloading and using the application, you agree to be bound by these terms and conditions and our Privacy Policy. If you do not accept all of these terms, then you may not use the application and services. In these terms, "we", "us", "our" and AnoTalk refers to AnoTalk and "you" and "your" refers to you, the user of AnoTalk.

The following terms and conditions apply to the website, application and services offered by AnoTalk. This includes the mobile and tablet versions as well as any other version of AnoTalk accessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, USING OR OBTAINING ANY PRODUCT, INFORMATION OR SERVICE FROM THE “ANOTALK” APPLICATION AND WEBSITE.

ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of AnoTalk. By downloading and using the AnoTalk application, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should not download the application and discontinue use of the service immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on AnoTalk. You agree to be bound by any modification to this terms and conditions when you use AnoTalk after any such modification is posted; it is therefore important that you review this agreement regularly.

We may modify this agreement from time to time, and such modification shall be effective upon its posting on AnoTalk. You agree to be bound by any modification to this agreement when you use AnoTalk after any such modification is posted; it is therefore important that you review this agreement regularly.

You represent and warrant that your use of the platform does not violate any applicable law or regulation. AnoTalk may, in its sole discretion, refuse to offer the platform to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

ELIGIBILITY

You may use the application and services only if you can form a binding contract with AnoTalk, and only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website and application for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our platform and services. It is the responsibility of parents and legal guardians to determine whether any of the content and/or services are appropriate for their child.

By downloading and using the application and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

LICENSE TO USE THE PLATFORM

AnoTalk gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by AnoTalk as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by AnoTalk, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the AnoTalk application or third parties.

This service prohibits sending of messages, that: (1) Promoting products or services and any commercial advertisements. (2) Any kind of messages that are catalogued as SPAM. (3) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (4) distribute trojans, viruses or other malicious computer software (5) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (6) distribute intellectual property without ownership or a license to distribute such property (7) Breach, in any way, the terms of service, privacy policy or rules of this web site or the recipients.

AnoTalk reserves the right to terminate your access immediately, with or without notice, and without liability to you, if AnoTalk believes that you have violated any of these terms or interfered with the use of the website or service by others.

DISCLAIMER

The services of the AnoTalk website and application are limited to providing the platform to create chat rooms where users can initiate communications. AnoTalk is not responsible at any

time for the content posted and the communications established between users in such chat rooms.

AnoTalk is not responsible for any damage to the physical or moral integrity of individuals, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on the website and the AnoTalk application.

The communications and relationships established between users as a result of any connection within the website and the AnoTalk application are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any type of claim or legal action against another or other users, each and every user involved in those claims or actions releases AnoTalk from any liability.

SECURITY COMPONENTS

You understand that AnoTalk and software embodied within AnoTalk may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by AnoTalk and/or content providers who provide content to AnoTalk platform. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into AnoTalk.

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COPYRIGHT COMPLAINTS

AnoTalk respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the AnoTalk website and application infringe upon your copyright or other intellectual property right, please send the following information to:

- i. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- ii. A statement specifically identifying the location of the infringing material, with enough detail that AnoTalk may find it on the AnoTalk website and application. Please note: it is not sufficient to merely provide a top-level URL.
- iii. Your name, address, telephone number and e-mail address.
- iv. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- v. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- vi. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

USER CONTENT

Certain features of the application and the website may permit users to upload content, which may be comprised of messages, images, text, and others and to publish that user content on the application. You retain any Copyright that you may hold in the user content that you post to the application. Nevertheless, we need certain permission from you in order to publish the content. AnoTalk is not responsible for the accuracy, safety or legality of user content published in the application. Users are solely and exclusively responsible for their content and the consequences of publishing their content.

CONTENT REVIEW

AnoTalk does not control and does not have any obligation to monitor: (a) User Content; (ii) any content made available by third parties; or (iii) the use of the services by its users. You acknowledge and agree that AnoTalk reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service for operational and other purposes. If at any time AnoTalk chooses to monitor the content, AnoTalk still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the services and the use of the application, will be used in accordance with our Privacy Policy. When you use the AnoTalk application, you agree for us to collect and store your personal information. The personal information collected is also used to check the correctness of identification and do necessary checks. In giving the information you also agree for us to message or communicate with you unless you tell us not to. Please refer to our Privacy Policy.

NON-COMMERCIAL USE

The service may not be used in connection with any commercial purposes, except as specifically approved by AnoTalk. Unauthorized framing of or linking to any of AnoTalk is prohibited. Commercial advertisements, affiliate links, and other forms of content without notice and may result in termination of the account.

THIRD PARTIES

AnoTalk contains content of third-party licensors to AnoTalk, which is protected by copyright, trademark, patent, trade secret and other laws. AnoTalk owns and retains all rights, title and interest in the content. AnoTalk hereby grants to you a limited, revocable, non-sublicensable license to stream and/or view the content and any third party content located on or available through AnoTalk or services (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing AnoTalk and using the services.

Any dealings with third parties included within or on AnoTalk involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. AnoTalk is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on AnoTalk does not constitute an endorsement or recommendation of such third party or the product or services of such third party by AnoTalk or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on AnoTalk is provided to you for informational purposes only. AnoTalk encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While AnoTalk works to ensure the information on AnoTalk is current and accurate.

PROHIBITED ACTIVITIES

The content and information available on the website and application (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to AnoTalk or licensed to the AnoTalk by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. Additionally, you agree not to:

- i. Use the services or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by AnoTalk.
- ii. Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- iii. Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- iv. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- v. Deep-link to any portion of the services for any purpose without our express written permission.
- vi. "Frame", "mirror" or otherwise incorporate any part of the services into any other websites or service without our prior written authorization.
- vii. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by AnoTalk in connection with the services.
- viii. Circumvent, disable or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any Content.
- ix. Download any Content unless it's expressly made available for download by AnoTalk.

DISCLAIMER OF WARRANTIES

AnoTalk will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet AnoTalk provides and maintains the Website and application on an "as is", "as available" basis and makes no promise that use of the website and application will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website and application may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the application in breach of these terms you will be liable to and will reimburse AnoTalk for any loss or damage caused as a result.

AnoTalk will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, AnoTalk excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to AnoTalk and AnoTalk shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on AnoTalk.
- Any interruptions to or delays in updating AnoTalk.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the application or any product or service purchased through the application.
- Any loss or damage resulting from your use or the inability to use the application or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website and application, or from transmissions via emails or attachments received from AnoTalk.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by AnoTalk for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any Cleaner User, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

INDEMNIFICATION

You agree to defend and indemnify AnoTalk from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Download the AnoTalk application.
- Your use of the AnoTalk application and services.

CHANGES AND TERMINATION

We may change the application, website and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by AnoTalk without restriction.

INTEGRATION CLAUSE

This agreement together with the Privacy Policy and any other legal notices published by AnoTalk, shall constitute the entire agreement between you and AnoTalk concerning and governs your use of the application/website and the service.

DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the AnoTalk website and application, will be settled by binding arbitration between you and AnoTalk, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and AnoTalk are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and AnoTalk otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

HEADINGS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

FINAL PROVISIONS

These Terms are governed by the law of Hungary and the European Union. Use of AnoTalk application and website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Platform or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

CONTACT US

If you have questions or concerns about these Terms and Conditions, please contact us through our contact page or contact at:

info@anotalk.org

