

Terms of Service

1. Your Acceptance

This is an agreement between SpeakApp Messenger SL, a Spanish corporation ("SpeakApp"), the owner and operator of <https://www.speakappmessenger.com> (the "SpeakApp Site"), the SpeakApp software, including SpeakApp Messenger (collectively, including all content provided by SpeakApp through SpeakApp Messenger and the SpeakApp Site, the "SpeakApp Service", or the "Service"), and you ("you" or "You"), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND SPEAKAPP'S PRIVACY POLICY, WHICH CAN BE FOUND AT <https://www.speakappmessenger.com/privacy.pdf>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms, you may not 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, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, 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 shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

3. SpeakApp Access

A. Subject to your compliance with these Terms of Service, SpeakApp hereby grants you permission to use the Service, provided that: (i) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without SpeakApp's prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you will otherwise 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 have to provide SpeakApp with your mobile phone number. You expressly acknowledge and agree that in order to provide the Service, SpeakApp may periodically access your contact list and/or address book on your mobile device to find and keep track of mobile phone numbers of other users of the Service. When providing your mobile phone number, you must provide accurate and complete information. You hereby give your express consent to SpeakApp to access your contact list and/or address book for mobile phone numbers in order to provide and use the Service. We do not collect names, addresses or email addresses, just mobile phone numbers. You are solely responsible for the status messages that you submit and 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 your losses caused by any unauthorized use of your account, you may be liable for the losses of SpeakApp or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the SpeakApp servers in a given period of time than a human can reasonably produce in the same period by using a SpeakApp application, and you are forbidden

from ripping the content unless specifically allowed. Notwithstanding the foregoing, SpeakApp grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. SpeakApp reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general, we do disallow any efforts to reverse-engineer our system, our protocols, or explore outside the boundaries of the normal requests made by SpeakApp clients. We have to disallow using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any users of the Service.

4. Intellectual Property Rights

The design of the SpeakApp Service along with SpeakApp created text, scripts, graphics, interactive features and the like, except Status Submissions (as defined below), and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to SpeakApp, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Service is provided to you AS IS for your information and personal use only. SpeakApp reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of Status Submissions of third parties obtained through the Service for any commercial purposes.

5. User Status Submissions

A. The SpeakApp Service allows SpeakApp users to submit status text, profile photos and other communications submitted by you, as well as the automatic submission of your "last seen" status (collectively, the "Status Submissions"). These Status Submissions may be hosted, shared, and/or published as part of the SpeakApp Service, and may be visible to other users of the Service who have your mobile phone number in their mobile phone and which you have not expressly blocked. For clarity, direct messages, location data and photos or files that you send directly to other SpeakApp users will only be viewable by those SpeakApp user(s) or group(s) you directly send such information; but Status Submissions may be globally viewed by SpeakApp users that have your mobile phone number on their smartphone, unless the user is blocked by you. Currently, we have no method of providing different levels of visibility of your Status Submissions among users that have your mobile phone number – you acknowledge and agree that any Status Submissions may be globally viewed by users that have your mobile phone number, so don't submit or post status messages or profile photos that you don't want to be seen globally. A good rule of thumb is if you don't want the whole world to know something or see something, don't submit it as a Status Submission to the Service. The submission of your 'last seen' status is done on an automatic basis. As clarified in the following section, you retain your ownership rights in your Status Submissions. You understand that whether or not such Status Submissions are published, SpeakApp does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own Status Submissions and the consequences of posting or publishing them. Because SpeakApp is only acting as a repository of data, user submitted statuses do not necessarily represent the views or opinions of SpeakApp, and SpeakApp makes no guarantees as to the validity, accuracy or legal status of any status. In connection with Status Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize SpeakApp to use all patent, trademark, trade

secret, copyright or other proprietary rights in and to any and all Status Submissions to enable inclusion and use of the Status Submissions in the manner contemplated by the Service and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Status Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Status Submissions in the manner contemplated by the Service and these Terms of Service. To be clear: you retain all of your ownership rights in your Status Submissions, but you have to have the rights in the first place. However, by submitting the Status Submissions to SpeakApp, you hereby grant SpeakApp a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Status Submissions in connection with the SpeakApp Service and SpeakApp's (and its successor's) business, including without limitation for promoting and redistributing part or all of the SpeakApp Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each subscriber to your status on the SpeakApp Service a non-exclusive license to access your Status Submissions through the Service. The foregoing license granted by you terminates once you remove or delete a Status Submission from the SpeakApp Service.

C. In connection with Status Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant SpeakApp all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage SpeakApp or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance 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 any Status Submission or any opinion, recommendation, or advice expressed therein, and SpeakApp expressly disclaims any and all liability in connection with Status Submissions. SpeakApp does not permit copyright infringing activities and infringement of intellectual property rights via its Service, and SpeakApp will remove all content and Status Submissions if properly notified that such content or Status Submission infringes on another's intellectual property rights. To file a copyright infringement notification, please send 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 copyrighted work claimed to have been infringed, or, if multiple copyrighted works at 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 infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material, including the mobile phone number of the SpeakApp user allegedly infringing the copyrighted work; (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may 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 at <https://www.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 they are determined to be a repeat infringer, or for any or no reason, including being annoying. A repeat infringer is a User who has been notified of infringing activity more than once and/or has had a Status Submission removed from the Service more than twice. An annoying person is anyone who is (capriciously or not) determined to be annoying by authorized SpeakApp employees, agents, subagents, superagents or superheros. SpeakApp also reserves the right to decide whether content or a Status Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to excessive length or limited interest. SpeakApp may remove such Status Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

E. You understand that when 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 relating to such Status Submissions, and that such Status Submissions are not the responsibility of SpeakApp. You further understand and acknowledge that you may be exposed to Status Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SpeakApp with respect thereto, and agree to indemnify and hold SpeakApp, its officers, directors, employees, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the SpeakApp Service.

F. SpeakApp permits 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. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SPEAKAPP SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SPEAKAPP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. SPEAKAPP MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SPEAKAPP SERVICE. SPEAKAPP DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SPEAKAPP SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND SPEAKAPP WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. 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 ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SPEAKAPP CLIENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT SPEAKAPP SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by SpeakApp from its facilities in Spain. SpeakApp makes no representations that the SpeakApp Service is appropriate or available for use in other locations. Those who access or use the SpeakApp Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless SpeakApp, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's 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 right, including without limitation any copyright, property, or privacy right; or (iv) any claim 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 don't support or encourage illegal consumption of alcohol or tobacco, so there.

9. Ability to Accept Terms of Service

You affirm that you are either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are at least 16

years old as the SpeakApp Service is not intended for children under 16. If you are under 16 years of age, you are not permitted to use the SpeakApp Service. You further represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. SpeakApp is the developer of the Service, with an address at Avenida Baix Llobregat, 39, Santa Coloma de Cervelló, Barcelona (Spain), info at <https://www.speakappmessenger.com>.

10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SpeakApp without restriction.

11. General

You agree that: (i) the SpeakApp Service shall be deemed solely based in Spain; (ii) the SpeakApp Service shall be deemed 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 subject to the jurisdiction of Spain in the event of any legal dispute. These Terms of Service shall be governed by the internal substantive laws of the Spain, without respect to its conflict of laws principles. Any claim or dispute between you and SpeakApp that arises in whole or in part from the SpeakApp Service shall be decided 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/privacy.pdf> and any other legal notices published by SpeakApp, including, but not limited to an end user license agreement, shall constitute the entire agreement between you and SpeakApp concerning the SpeakApp Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and SpeakApp's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such 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 the use of the SpeakApp Service. Your continued use of the SpeakApp Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. **YOU AND SPEAKAPP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SPEAKAPP SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Privacy Notice

Speakapp Messenger SL ("SpeakApp") recognizes that its customers, visitors and users, want to know what's up with privacy. SpeakApp provides this Privacy Policy to help you make an informed decision about whether to use or continue using the SpeakApp Site, SpeakApp Software and/or the SpeakApp Service. If you do not agree to our practices, please do not use the SpeakApp Site, SpeakApp Software, or SpeakApp Service.

This Privacy Policy is incorporated into and is subject to the SpeakApp Terms of Service. Your use of the SpeakApp Site, SpeakApp Software and the SpeakApp Service and any personal information you provide on the SpeakApp Site or SpeakApp Service remains subject to the terms of this Privacy Policy and our Terms of Service.

Please note that any Status Submissions or other content posted at the direction or discretion of users of the SpeakApp Service becomes published 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 SpeakApp's Terms of Service and covers the treatment of user information, including personally identifying information, obtained by SpeakApp, including information obtained when you access the SpeakApp's Site, 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 to individuals whom SpeakApp does not employ or manage, including any of the third parties to which 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 concerning you or your mobile phone device, which may include information that can be used to identify you as specified below ("Personally Identifying Information"):

User Provided Information: You provide certain Personally Identifiable Information, such as your mobile phone number, push notification name (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 status for 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 ("in-network" numbers), or otherwise categorize other mobile phone numbers as "out-network" numbers, which are stored as one-way irreversibly hashed values.

Cookies Information: When you visit the SpeakApp Site, we may send one or more cookies - a small text file 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 your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse 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.

Log File Information: When you use the SpeakApp Site, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, one or more cookies that may uniquely identify your browser, your phone number, phone number you are requesting the status of and various status information. When you use the SpeakApp Service, our servers log certain general information that our application sends whenever a message is sent or received, or if you update or request any status information, including time and date stamps and the mobile phone numbers the messages were sent from and to.

The Information SpeakApp Does Not Collect

SpeakApp does not collect names, emails, addresses or other contact information from its users' mobile address book or contact lists other than mobile phone numbers—the SpeakApp mobile application will associate whatever name the SpeakApp user has assigned to the mobile telephone number in his/her mobile address book or contact list — and this occurs 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 it with anyone.

The contents of messages that have been delivered by the SpeakApp Service are not copied, kept or archived by SpeakApp in the normal course of business. The SpeakApp Service is meant to be a SMS replacement, using data service through a user's phone (either via cell network or wifi). Users type their messages, which are sent via data service to our servers, and routed to the intended recipient (who must also be a SpeakApp user), if that recipient is online. If the recipient is not online, the undelivered message is held in SpeakApp's server until it can be delivered. If the message is undelivered for thirty (15) days, the undelivered message is deleted from our servers. Once a message has been delivered, it no longer resides on our servers. The contents of any delivered messages are not kept or retained by SpeakApp — the only records of the content of any delivered messages reside directly on the sender's and recipient's mobile devices (and which may be deleted at the user's option). Notwithstanding the above, SpeakApp may retain date and time stamp information associated with successfully delivered messages and the mobile phone numbers involved in the messages, as well as any other information which SpeakApp is legally compelled to collect. Files that are sent through the SpeakApp Service will reside on our servers after delivery for a short period of time, but are deleted and stripped of any identifiable information within a short period of time in accordance with our general retention policies.

The Way SpeakApp Uses Information

If you submit Personally Identifiable Information to us through the SpeakApp Site, or SpeakApp Service, then we use your personal information to operate, maintain, and provide to you the features and functionality of the SpeakApp Site and SpeakApp Service. In particular, your mobile phone number is essential to your use of the SpeakApp Service and will be retained. Any billing information that may be collected from you will be deleted thirty (15) days after the termination of your account with SpeakApp. Any Personally Identifiable Information or status content that you voluntarily disclose on the SpeakApp Service becomes 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 other user's mobile phone address book or contact list) may be displayed to other users when you update your status messages through the SpeakApp Service and other users may contact you through the SpeakApp Service. We do not use your mobile phone number or other Personally Identifiable Information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your mobile phone number (or email address, if provided) without further consent for non-marketing or administrative purposes (such as notifying you of major SpeakApp Site or SpeakApp Service changes or for customer service purposes). 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, clickstream data, etc.) to improve the quality and design of the SpeakApp Site and SpeakApp Service and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends. Hopefully we improve the SpeakApp Site and Service and don't make it suck worse. We may use cookies and log file information to: (a) remember 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 custom, personalized content and information; (c) monitor individual and aggregate metrics such as total number of visitors, pages viewed, etc.; and (d) track your entries, submissions, views and such.

When SpeakApp Discloses Information

Other users of the SpeakApp Service may see your Status Submissions in a way that is consistent

with the use of the SpeakApp Service. For example, a status of "Can't talk, please SMS instead" set by phone number +34 620 293 093 will be available to every user of the SpeakApp Service who has that mobile phone number in their mobile phone's address book or contact list. In other words: If another user has your mobile phone number stored in their mobile phone address book or contact list, they will be able see your status information unless you have chosen to block such user. "Last Seen" information is available and displayed to each user who has your mobile phone number in their mobile phone address book or contact book (and which you have not blocked), and reflects the last approximate time the SpeakApp mobile application has been used or brought to the foreground on your mobile phone. "Last Seen" information is reported to SpeakApp when a user brings the mobile application to the foreground.

We do not sell or share your Personally Identifiable Information (such as mobile phone number) with other third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature 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 that it is reasonably necessary to perform, 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 assist them in understanding the 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 U.S. Copyright Law), international law or respond to a court order, subpoena, or search warrant or equivalent, or where in our reasonable belief, an individual's physical safety may be at risk 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 our Terms of Service, take precautions against liability, to investigate and defend itself 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 others.

Your Choices

You 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 with our Privacy Policy or Terms of Service, please delete your account, uninstall the SpeakApp mobile application and discontinue use of the SpeakApp Service; your continued usage of the SpeakApp Service will signify your assent to 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 granting you access to the SpeakApp Service. Please contact SpeakApp via email to support at <https://www.speakappmessenger.com> or available web forms with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices.

Third-party Advertisers, Links to Other Sites

We are not fans of advertising. SpeakApp is currently ad-free and we hope to keep it that way forever. We have no intention to introduce advertisement into the product, but if we ever do, will update this section.

Our Commitment To Data Security

SpeakApp uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the

security of any information you transmit to SpeakApp and you do so at your own risk. Using unsecured wifi or other unprotected networks to submit messages through the SpeakApp Service is never 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 may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If SpeakApp learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. SpeakApp may post a notice on the SpeakApp Site or through the SpeakApp Service if a security breach occurs.

Our Commitment To Childrens' Privacy

Protecting the privacy of young children is especially important. For that reason, SpeakApp does not knowingly collect or maintain Personally Identifiable Information or non-personally-identifiable information on the SpeakApp Site or SpeakApp Service from persons under 16 years of age, and no part of the SpeakApp Service is directed to or intended to be used by persons under 16. 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 manner. If SpeakApp learns that Personally Identifiable Information of persons under 16 years of age has been collected on the SpeakApp Site or SpeakApp Service, then SpeakApp may deactivate the account and/or make the status submissions inaccessible. And always, think of the children!

Special Note to International Users

SpeakApp is hosted in Barcelona (Spain), and the use of the service is governed by Spanish law . You expressly agree that the Terms of Service and Privacy Policy by the Spanish law shall for this purpose.

In the Event of Merger, Sale, or Bankruptcy

In the event that SpeakApp is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information 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 equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

Changes and updates to this Privacy Notice

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. Your continued use of the SpeakApp Site and SpeakApp Service constitutes your agreement to this Privacy Policy and any amendments.

Date Last Modified:

This Privacy Notice was last modified August 12th, 2015