

Terms and Conditions of Use

1. About Talkie App

1.1 The Talkie App and Website have been produced by Talkie Limited, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA, United Kingdom (“We” and “Us”). Talkie App is a language learning mobile application specialising in developing the speaking and listening skills of users (“You” and “Your”).

2. Talkie App User Licence Terms

2.1 You must read these Terms and Conditions of Use (“Terms”) carefully before using the App. These Terms were last updated in November 2020.

2.2 These Terms are a legal agreement between you (“user” or “you”) and Talkie Limited, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA, United Kingdom (“Talkie”, “Talkie App”, “us” or “we”) for access to:

- (a) The Talkie mobile application software and associated tools (“App”);
- (b) Online electronic recording services and Media (“Media” or “Services”).

2.3 Talkie Limited grants you a licence to use the Talkie App and Media on the basis of these Terms. We do not sell the App or Media to you. We always continue to own the App, Services and Media.

3. User Consent and Acceptance

3.1 By downloading the App or clicking on the “accept” button you agree to these Terms which will bind you. The Terms include the Data Protection Notice defined in Clause 4.5 and limitations on liability in Clause 9.

3.2 If you do not agree to these Terms, we will not license the App and Media to you and you must stop the downloading process now. In this case the downloading process will terminate.

3.3 By clicking on the “accept” button you confirm that you are 13 years of age or older. By registering and creating a profile in the Talkie App, you confirm that you are 13 years of age or older, and that you understand and agree to these Terms.

3.4 If you are a teacher, tutor or educator and you register with the Talkie App and use it for your personal or non-commercial teaching and instruction, you agree to seek, gain, record and manage the consents from your pupils or students, including to seek, gain, record and manage consents from parents, legal guardians and those with parental responsibility for children under 13 and comply with all data protection laws and relevant laws.

3.5 You should print or save a copy of these Terms for future reference.

4. Agreed Terms

4.1 These Terms apply to the App and any of the Services accessible through the App, including any updates or supplements to the App.

4.2 We may change these Terms at any time. You will be informed about these changes when you start the App, while using the App or on the App's Website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

4.3 From time to time updates to the App may be issued through your App Store. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

4.4 We assume that you have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and to download or stream a copy of the App onto your Devices. You accept responsibility in accordance with these Terms for the use of the App or any Services on or in relation to any Device, whether or not it is owned by you.

4.5 The terms of our Data Protection Notice are incorporated into these Terms by reference and apply to all of the App's Services. By using the App and its Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Services you use may be read or intercepted by others, even if a specific transmission is encrypted.

4.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

5. Grant and scope of licence

5.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Data Protection Notice into these Terms by reference. We reserve all other rights.

5.2 You may:

(a) download the App onto an Apple or Android Device and view, use and display the App on the Devices for your personal and non-commercial educational purposes only; and

(b) use the Media for your personal and non-commercial educational purposes only.

6. Licence restrictions

6.1 Except as expressly set out in these Terms or as permitted by law, you agree:

(a) not to copy the App or Media except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Media;

(c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programmes;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do these things.

7. Acceptable use restrictions

7.1 You must:

(a) not use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Services or any operating system;

(b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services, including the submission of any material (to the extent that such use is not licensed by these Terms);

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;

(d) not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(e) not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

8. Intellectual property rights

8.1 You acknowledge that all intellectual property rights in the App, the Media and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Media or the Technology other than the right to use each of them in accordance with these Terms.

8.2 You acknowledge that you have no right to have access to the App in source-code form.

9. Limitation of liability

9.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App and Media meet your general learning and educational requirements.

9.2 Although we make reasonable efforts to update the information in the App, we make no representations, warranties or guarantees, whether express or implied that the content of the App is accurate, complete or up to date.

9.3 You acknowledge that the information may be updated, altered or removed, from time to time, at any time, without notice to you.

9.4 We are not responsible for any data usage, roaming or other charges you incur when accessing the internet through your mobile or other Device.

9.5 We only supply the App and Media for domestic, private and non-commercial educational use. You agree not to use the App and Media for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.6 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence up to the limit specified in condition 9.7, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the licence to use the App and Services.

9.7 Our maximum aggregate liability under or in connection with these Terms (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to allowing you to download another copy of the App. This does not apply to the types of loss set out in Clause 9.8.

9.8 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

9.9 We do not warrant that any information in the App or Services are complete or accurate and we exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of that information.

10. Termination

10.1 We may terminate these Terms immediately if you commit a material or persistent breach of these Terms.

10.2 On termination for any reason:

(a) all rights granted to you under these Terms shall cease;

(b) you must immediately cease all activities authorised by these Terms, including your use of any Media or Services; and

(c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Media then in your possession, custody or control and certify to us that you have done so.

11. Communications

11.1 If you wish to contact us in writing please write to Talkie Limited, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA, United Kingdom or email us at hello@talkietheapp.com.

12. Other terms

12.1 Each of the conditions in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

12.2 Please note that these Terms, its subject matter and its formation, are governed by English law. You and Talkie Limited both agree that the courts of England and Wales will have exclusive jurisdiction.

12.3 This agreement has been entered into on the date of your first download, registration and or agreement in the App.