TERMS AND CONDITIONS

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AGREEMENT TO OUR LEGAL TERMS

We are TalkPal, Inc. ("**Company**," "**we**," "**us**," "**our**"), a company registered in Delaware, United States at 2810 N Church St, PMB 54222, Wilmington, DE 19802-4447.

We operate the websites https://talkpal.ai and https://app.talkpal.ai (the "**Site**"), the B2B administration platform at https://business.talkpal.ai (the "**B2B Platform**"), the mobile application Talkpal (the "**App**"), as well as any other related products and services that refer or link to these legal terms (the "**Legal Terms**") (collectively, the "**Services**").

Talkpal is an AI-powered language tutor. By leveraging the latest advancements in machine learning and artificial intelligence, we aim to provide a comprehensive platform for language learning.

You can contact us by email at support@talkpal.ai or by mail to 2810 N Church St, PMB 54222, Wilmington, DE 19802-4447, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and TalkPal, Inc., concerning your access to and use of the Services. If you are accessing the Services as an Authorized User under an organizational account (as defined in Section 1A), "you" refers to you individually with respect to your conduct, and to the subscribing organization ("Customer") with respect to payment and administrative obligations. Both you and the Customer are bound by these Legal Terms. By using the Services, you also acknowledge that you have reviewed and accept our Privacy Policy, available at https://talkpal.ai/privacy-policy, which explains how we collect, use, and protect your personal data. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. If you use the App in Guest Mode (as described in Section 4B), you accept these Legal Terms by accessing or using Guest Mode following the disclaimer displayed when entering Guest Mode, and these Legal Terms govern your use of Guest Mode in full. If you are agreeing to these Legal Terms on behalf of an organization or entity, you represent and warrant that you have the authority to bind that organization or entity to these terms. IF

YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

If you obtained the App through an app store, the terms required by that app store apply in addition to these Legal Terms, as set out in Section 12.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. For material changes (including price increases, changes to dispute resolution, or changes that reduce your rights), we will provide notice by email or in-app alert at least 30 days before the change takes effect. For non-material changes, we will update the "Last updated" date and post the revised Legal Terms on the Services. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted. Notwithstanding the foregoing, where applicable law requires your express consent to a change (including certain price increases for consumers in the EEA, UK, or Germany), the change will not apply to you unless you accept it, and you will retain the right to cancel before it takes effect.

The Services are intended for users who are at least 18 years old (or considered non-minor in the local jurisdiction). Persons under the age of 18 are not permitted to use or register for the Services. By registering for or using the Services you accept these Legal Terms, and in doing so you represent that you are at least 18 years old and have the legal capacity to enter into this agreement. We do not knowingly collect personal data from, or provide the Services to, anyone under the age of 18. If we become aware that a user is under 18, we will promptly deactivate their account and delete any personal data associated with it within thirty (30) days. Providing false information about your age is a material breach of these Legal Terms and grounds for immediate deactivation of your account; to the extent permitted by applicable law, no refund of prepaid fees will be due in that case, except where a refund is required by mandatory law or under the 30-day refund for web purchases in Section 7. We may use information available to us to identify accounts that may belong to a person under 18, and may suspend access to an account pending confirmation of age. We may introduce additional age-assurance or age-verification measures where required by applicable law or platform rules, and continued use of the Services may be conditional on completing them.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

1A. B2B / ORGANIZATIONAL ACCOUNTS

Definitions

In addition to the definitions elsewhere in these Legal Terms, the following terms apply to this Section 1A:

- “Customer“ means the organization, company, or other legal entity that subscribes to the Services on behalf of its own employees, members, contractors, or enrolled adult learners (18+).
- “Authorized User” means any individual aged 18 or older (or the age of majority in their jurisdiction, if higher) who is invited by or granted access through the Customer’s organizational account to use the Services. The Customer shall not invite or permit any

individual under 18 to access the Services. Authorized Users may access the Services via the Site, the App, or both.

- “Administrator” means the individual(s) designated by the Customer to manage the organizational account, including inviting and removing Authorized Users, configuring account settings, and overseeing billing.
- “Order Form“ means any written or electronic agreement, subscription order, or statement of work entered into between the Customer and Talkpal that specifies the commercial terms of the Customer’s subscription (such as number of seats, pricing, payment terms, and contract duration).

Applicability

This Section 1A applies when a Customer subscribes to the Services on behalf of its Authorized Users. In such cases, both the Customer and each Authorized User are bound by these Legal Terms. Where a provision of these Legal Terms conflicts with this Section 1A in the context of an organizational account, this Section 1A shall prevail. Where an Order Form conflicts with these Legal Terms on commercial terms (such as pricing, payment terms, seat count, or contract duration), the Order Form shall prevail with respect to those specific terms only.

Where a third party pays for, procures or administers an organizational account on the Customer’s behalf, the Customer remains the contracting party and remains responsible for all obligations under these Legal Terms, and Talkpal owes no obligations to that third party.

Customer Responsibilities

The Customer is responsible for:

(a) ensuring that it has the authority to bind itself and its Authorized Users to these Legal Terms;
(b) managing access to the organizational account, including inviting and removing Authorized Users through the Administrator dashboard or by contacting us;
(c) ensuring that all Authorized Users comply with these Legal Terms, including the Prohibited Activities set out in Section 9 and the fair-use and anti-abuse rules in Section 9A;
(d) paying all fees associated with its organizational subscription, whether directly or through an Order Form;
(e) promptly notifying us at privacy@talkpal.ai if an Authorized User’s access should be revoked or if the Customer becomes aware of any unauthorized use of the organizational account;
(f) verifying, before inviting or granting access to any individual, that the individual is at least 18 years old (or has reached the age of majority in their jurisdiction, if higher), and maintaining a record of that verification for the duration of the subscription and for twelve (12) months thereafter. The Customer is solely responsible for performing this verification, and Talkpal is entitled to rely on the Customer’s confirmation of each Authorized User’s eligibility. This

obligation is independent of, and in addition to, any age-assurance measures Talkpal may apply. Talkpal may deactivate any Organizational Sub-Account belonging to a user it reasonably believes is under 18, in accordance with Section 11 of the Privacy Policy, and the Customer shall not be entitled to any refund for seats deactivated for this reason. The Customer shall notify Talkpal at privacy@talkpal.ai without undue delay, and in any event within seventy-two (72) hours, if it becomes aware or has reason to believe that any Authorized User is under 18;
(g) inviting as Authorized Users only its own employees, members, contractors, or enrolled adult learners, and not individuals affiliated with any other organization, members of the public, or persons who have paid the Customer or any third party for standalone access to the Services; and
(h) not selling, reselling, sublicensing, or otherwise providing access to the Services, or to any Organizational Sub-Account, to any third party, except that the Customer may include access in its own educational, training, or employment offering to its own Authorized Users.

If an Authorized User breaches these Legal Terms, the Customer shall be liable alongside the Authorized User to the extent that the breach resulted from the Customer's failure to fulfill its responsibilities under this Section 1A (including managing access, ensuring compliance, and promptly revoking access when required). The Customer shall not be liable for an Authorized User's breach where the Customer has taken reasonable steps to fulfill its obligations under this Section. We may, at our discretion, suspend or terminate the individual Authorized User's access, the entire organizational account, or both. We may use technical measures, including third-party bot-detection services such as Cloudflare Turnstile, to detect, challenge, and block automated or abusive access to the Services.

Age Eligibility; Customer Warranty and Indemnity

The Services are made available exclusively to individuals aged 18 or over (or the age of majority in their jurisdiction, if higher). The Customer represents, warrants, and covenants on a continuing basis that (i) every individual it invites to, or permits to access, its organizational account is at least 18 years old; (ii) it has taken reasonable and documented steps to verify each Authorized User's age before granting access, appropriate to the risk and to the Customer's own legal obligations; and (iii) it will promptly revoke access to any individual who does not, or ceases to, meet this requirement.

The Customer acknowledges that Talkpal provisions Organizational Sub-Accounts in reliance on these representations, that Talkpal has no direct relationship with the Customer's employees, members, or students prior to invitation, and that the Customer is therefore best placed to confirm their eligibility. The Customer shall defend, indemnify, and hold harmless Talkpal and its officers, directors, employees, and affiliates from and against any claim, demand, investigation, regulatory or supervisory-authority proceeding, fine, penalty, loss, damage, liability, cost, or expense (including reasonable attorneys' fees) arising out of or relating to access to the Services by any individual under 18 through the Customer's organizational account, or to any

breach of the representations in this subsection. This indemnity survives termination or expiration of the Agreement and is not subject to the liability cap in Section 25. Upon Talkpal's reasonable written request, the Customer shall provide evidence of the age-verification steps it has taken.

Talkpal may, at any time and without liability, suspend or deactivate an Organizational Sub-Account, or the entire organizational account, pending the Customer's confirmation that the age requirement is met.

Authorized User Obligations

Each Authorized User is individually bound by these Legal Terms when accessing the Services. By accepting an invitation to join a Customer's organizational account, the Authorized User acknowledges and agrees that: (i) they are at least 18 years old (or have reached the age of majority in their jurisdiction, if higher), and by accepting the invitation they confirm that they meet this requirement; (ii) these Legal Terms govern their use of the Services; (iii) the Customer's Administrator may have visibility into usage data, including activity logs and learning progress, to the extent permitted by the Customer's subscription plan and applicable law; and (iv) the Customer's Administrator may suspend or remove the Authorized User's access at any time. An Organizational Sub-Account is personal to the Authorized User to whom it is assigned. It may not be shared, rotated between individuals, or used by more people than the number of seats the Customer has purchased. Talkpal grants access in reliance on this confirmation and on the Customer's verification under this Section 1A. Providing false information about your age is a material breach of these Legal Terms and grounds for immediate deactivation of the Account, without refund. An Authorized User may voluntarily leave a Customer's organizational account at any time by using the applicable option within their account settings. Upon voluntarily leaving, the Authorized User's Organizational Sub-Account associated with that Customer will be deactivated immediately. The user's Account, Personal Sub-Account, and any Organizational Sub-Accounts associated with other Customers will remain unaffected. Sub-Account Data from the deactivated Organizational Sub-Account will be deleted in accordance with Section 4A. The Customer's Administrator will be notified that the Authorized User has left the organizational account.

Billing and Payment for Organizational Accounts

For organizational accounts, billing is handled according to the Customer's subscription plan or a separate Order Form. The general Purchases and Payment provisions in Section 5 apply except where an Order Form specifies different terms (such as invoicing, net-30 or net-60 payment, purchase order numbers, or volume-based pricing). Authorized Users under an organizational account may not independently purchase, upgrade, or modify the Customer's organizational subscription unless expressly permitted by the Customer. This restriction applies solely to the Organizational Sub-Account and the Customer's subscription. Authorized Users may

independently purchase, upgrade, downgrade, or cancel their own Personal Sub-Account subscription at any time, subject to the payment terms set out in Section 5 and the cancellation terms set out in Section 7.

Overdue Payments; Suspension and Deactivation for Non-Payment

(a) Due date and activation. Fees that are charged automatically to a payment method stored with us — whether under a self-service organizational subscription or an Order Form — are due on the date charged and are subject to the billing-period, failed-payment and retry rules in Section 5. Fees payable against an invoice that we send to the Customer for payment are invoiced in advance for each subscription period and are due within thirty (30) days of the invoice date unless the Order Form states otherwise, and each invoice states its due date as a calendar date; access for a period covered by such an invoice is activated, or continued, on receipt of payment. Where we grant access before payment, we do so as a courtesy and without waiving the remainder of this sub-section.
(b) Payment notice. If an invoice sent for payment is not paid in full by its due date, we will send a written payment notice to the Customer's Administrator and billing contact, stating the amount outstanding, the date on which access will be suspended under paragraph (c), and the date on which the invoice will be cancelled under paragraph (d).
(c) Suspension. If the amount stated in the payment notice is not received within seven (7) days of the notice, we may suspend access to the organizational account and to all Organizational Sub-Accounts until payment is received. During suspension the Administrator may pay the outstanding amount, and the Customer may request an export under Section 9.3 of the Data Processing Agreement. Suspension does not extend the subscription period and does not relieve the Customer of the obligation to pay for any period in which access was granted before payment. We will restore access within two (2) business days of receipt of payment. Where the Customer has, before the due date, disputed part of an invoice in writing stating its grounds, we will not suspend on account of the disputed part while we resolve the dispute in good faith; the undisputed part remains payable and this paragraph applies to it.
(d) Cancellation of unpaid invoices and deactivation. If payment is not received within ten (10) days of suspension under paragraph (c) (or, where we have not suspended, within seventeen (17) days of the payment notice), the invoice is cancelled, the subscription period it covers does not commence (or, if access was granted before payment, ends on the date of cancellation), and the Customer owes no fee for that period. Cancellation of an invoice does not affect any other subscription period for which payment has been received; where a later period has been paid, the subscription continues from that period. Cancellation of an invoice under this paragraph is not a breach by the Customer and does not entitle the Customer to any refund, credit or damages. Where access was granted before payment and the invoice is cancelled, we may deactivate the organizational account and all Organizational Sub-Accounts. Sub-Account Data is handled in accordance with Section 4A and the Data Processing Agreement; the Customer may request an export under Section 9.3 of the Data Processing Agreement within the thirty (30) days following deactivation.

(e) Reinstatement. A Customer whose account has been deactivated under paragraph (d) may resume the subscription by placing a new order; we will restore access within seven (7) business days of receipt of payment. Sub-Account Data retained in accordance with Section 4A is available on reinstatement.
(f) Immediate action. Notwithstanding paragraphs (b) to (d), we may suspend the organizational account immediately, cancel the related invoice, and deactivate the account on written notice, where (i) a payment is reversed, charged back, or returned unpaid; (ii) the Customer becomes insolvent, enters liquidation, administration, or any analogous proceeding, or ceases to trade; (iii) we reasonably believe the Customer's payment information or purchase was fraudulent; or (iv) the Customer has failed to pay by the due date on two (2) or more occasions in any twelve (12) month period. No fee is owed for a period covered by an invoice cancelled under this paragraph.
(g) Renewals. Where a renewal invoice or renewal charge is not paid, paragraphs (b) to (e) apply. If the renewal invoice is cancelled, the renewal period does not commence, the Organizational Sub-Accounts are deactivated at the end of the then-current term (or on the date of cancellation, if later), and neither party has any liability for the renewal period.
(h) No liability. We have no liability to the Customer or any Authorized User for any suspension, deactivation, or termination carried out in accordance with this sub-section.
(i) Order Form. Where an Order Form specifies different payment, notice, cancellation, suspension, or termination terms, the Order Form prevails to that extent.

Administrative Controls and Data

The Customer's Administrator may have access to administrative tools that allow them to: (a) invite and remove Authorized Users; (b) view aggregated and individual usage data for Authorized Users, including but not limited to lesson completion, time spent, and language proficiency progress; (c) configure organizational settings, such as language selections or content restrictions; and (d) manage billing and subscription details. Authorized Users acknowledge that their activity within the Services may be visible to the Customer's Administrator as described above. For details on how we handle personal data, please refer to our Privacy Policy. The Administrator's access to usage data is limited exclusively to Sub-Account Data generated within the Organizational Sub-Account(s) associated with that Customer. The Administrator has no access to any data from an Authorized User's Personal Sub-Account or from any Organizational Sub-Account associated with a different Customer. For the avoidance of doubt, the separation of Sub-Account Data is described in Section 4A. The Customer and its Administrators may use Sub-Account Data only to manage the Customer's own learning program and for no other purpose, including marketing to Authorized Users, profiling, or disclosure to any third party other than a service provider acting on the Customer's documented instructions under a written data-processing agreement.

Termination of Organizational Accounts

Organizational account access may be terminated as follows:

(a) If the Customer's subscription expires or is terminated (whether by the Customer, by us, or upon expiration of the Order Form), the Organizational Sub-Account(s) associated with that Customer will be deactivated at the end of the then-current subscription term, unless otherwise agreed in writing or unless suspended or deactivated earlier under the Overdue Payments provisions of this Section 1A. Each affected Authorized User's Account, Personal Sub-Account, and any Organizational Sub-Accounts associated with other Customers will remain unaffected. Sub-Account Data associated with the deactivated Organizational Sub-Account(s) will be handled in accordance with Section 4A. The Customer's organizational account will be deactivated at the same time; Talkpal retains a limited organizational account record as described in Section 9.6 of the DPA.
(b) If the Customer's Administrator removes an Authorized User, that individual's Organizational Sub-Account associated with that Customer will be deactivated immediately. The user's Account, Personal Sub-Account, and any Organizational Sub-Accounts associated with other Customers will remain unaffected. Sub-Account Data associated with the deactivated Organizational Sub-Account will be handled in accordance with Section 4A.
(c) If we terminate or suspend the Customer's organizational account under the Term and Termination provisions of these Legal Terms, the Organizational Sub-Accounts associated with that Customer will also be deactivated. Non-payment under the Overdue Payments provisions of this Section 1A suspends or deactivates Organizational Sub-Accounts only as described in paragraphs (c), (d), (f) and (g) of those provisions. Each affected Authorized User's Account, Personal Sub-Account, and any Organizational Sub-Accounts associated with other Customers will remain unaffected.
(d) An Authorized User whose Organizational Sub-Account is deactivated retains their existing Account and Personal Sub-Account (at whatever tier it was prior to deactivation). The user may continue to use the Services through their Personal Sub-Account and may independently upgrade to a paid subscription at any time, subject to these Legal Terms. Sub-Account Data from the deactivated Organizational Sub-Account will not be transferred to the user's Personal Sub-Account or any other Sub-Account. Deletion of Sub-Account Data from a deactivated Organizational Sub-Account will be handled in accordance with Section 4A. If a third party that has been paying for or administering an organizational account ceases to do so, Talkpal may, at the Customer's request, continue the organizational account under a direct order with the Customer without interruption to Authorized Users.

Relationship Between Customer and Talkpal

Nothing in this Section or these Legal Terms creates a partnership, joint venture, agency, or employment relationship between the Customer and Talkpal. The Customer is an independent entity subscribing to the Services for the benefit of its Authorized Users.

Data Processing

By accepting these Legal Terms, the Customer enters into the Data Processing Agreement ("DPA") available at https://talkpal.ai/data-processing-agreement, which governs Talkpal's processing of Authorized Users' personal data within Organizational Sub-Accounts and is incorporated by reference into these Legal Terms. In the event of a conflict between the DPA and these Legal Terms with respect to data processing obligations, the DPA shall prevail.

Educational Institutions and Youth Organizations

Where the Customer is a school, university, language centre, training provider, youth organization, or other educational institution, the Customer may enrol only adult students and staff aged 18 or over (or the age of majority in their jurisdiction, if higher). The Services are not designed, marketed, or made available for use by pupils or students under 18, and may not be used in any primary, secondary, or K-12 setting, or in any programme in which participants under 18 take part.

Talkpal does not offer, and the Customer may not implement, a parental- or guardian-consent mechanism as a route to granting access to a person under 18; the consent of a holder of parental responsibility does not make the Services available to such a person.

The Customer is solely responsible for compliance with any applicable student-privacy, child-protection, safeguarding, or educational-data law (including, where applicable, FERPA, COPPA, state student-privacy statutes, and Article 8 GDPR), and shall not submit, or cause to be submitted, any personal data of a person under 18 to the Services.

1B. CERTIFICATES OF COMPLETION

From time to time, we may issue digital certificates, badges, or similar acknowledgments (collectively, "Certificates") to users who complete specific lessons, courses, modules, learning streaks, or other learning milestones within the Services. Certificates are provided for motivational and personal-record purposes only.

Certificates do not constitute, and shall not be construed or held out as:
(a) an academic credential, diploma, degree, transcript, or accredited qualification;
(b) certification of proficiency under the Common European Framework of Reference for Languages (CEFR), ACTFL, HSK, JLPT, or any other recognized language proficiency framework;
(c) recognition, accreditation, or endorsement by any government, educational institution, ministry of education, accreditation body, professional association, immigration authority, examining body, or employer;
(d) evidence of fluency, mastery, or any specific level of language ability; or
(e) a guarantee of any educational, professional, employment, immigration, licensing, or other outcome.
Certificates are issued solely on the basis of activity completed within the Services (such as

time spent, lessons finished, or exercises submitted) and are not based on independent assessment, proctored examination, or third-party verification. We make no representation that Certificates will be accepted, recognized, or relied upon by any third party. You assume sole responsibility for any reliance placed on a Certificate by you or any third party.

We grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to display, download, print, and share your Certificate for your own non-commercial purposes. You shall not (i) modify, alter, forge, deface, or misrepresent the contents of any Certificate; (ii) sell, rent, license, or otherwise commercially exploit a Certificate; (iii) use a Certificate to imply any affiliation, partnership, accreditation, certification, or endorsement that does not exist; or (iv) present a Certificate in a manner that is misleading, deceptive, fraudulent, or unlawful. We reserve the right to revoke, invalidate, withhold, or refuse to (re)issue any Certificate at any time, including where we reasonably believe it was obtained through fraud, automated means, multiple-account abuse, violation of these Legal Terms, or other improper conduct.

Certificates are issued in the language of the Services interface in which the relevant learning milestone was completed, and currently include a statement substantially in the following form: “This certificate recognizes dedicated language practice on Talkpal. It is awarded solely for the successful completion of this learning milestone.” The exact wording may vary between languages and may change over time. This statement is descriptive only and does not limit, modify, or supersede any other provision of these Legal Terms. The disclaimers and limitations of liability in Sections 24 and 25 apply in full to the issuance, content, accuracy, and use of Certificates. We may modify, suspend, or discontinue the issuance of Certificates, or change the criteria for earning them, at any time and at our sole discretion.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, illustrations, video, text, photographs, and graphics in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services “AS IS” for your personal, non-commercial use (if you are an individual user) or internal business purposes within your organization (if you are accessing the Services on behalf of a Customer under Section 1A). All

rights, title, and interest in and to the Content and Marks remain with us and are not transferred to you under these Legal Terms or any other agreement.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services for lawful purposes only; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use (if you are an individual user) or internal business purposes within your organization (if you are accessing the Services on behalf of a Customer under Section 1A).

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: privacy@talkpal.ai. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any unauthorized use of the Content or Marks will result in the immediate termination of the license granted under these Legal Terms, and may subject you to legal action.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you grant us a perpetual, worldwide, royalty-free, sublicensable license to use, reproduce, modify, adapt, create derivative works from, distribute, and otherwise exploit such Submissions solely for purposes of operating, improving, and promoting the Services, without any obligation to compensate you. You retain ownership of your Submissions, but acknowledge that we may use them without restriction for the purposes described above. For the avoidance of doubt, "Submissions" means feedback, suggestions, ideas, and other voluntary communications you send us about the Services, and does not include your Contributions (Section 11) or the content of your learning interactions (Section 10).

Contributions: Where the Services offer functionality through which you can post content that is visible to other users or to the public (for example, reviews or community features, if and when we offer them), any content and materials you create, submit, post, display, transmit, publish, distribute, or broadcast through that functionality, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material, are "Contributions". Any Submission that is publicly posted shall also be treated as a Contribution and shall be governed by the Contribution license set out in Section 11, rather than the Submissions license described above.

Most user interactions (e.g., lessons, chats, voice practice) are private by default and are not visible to other users. If you choose to post content in a public area (e.g., reviews, community posts), that content may be visible publicly.

When you post Contributions, you grant us a limited license to use them

By posting any Contributions (such as reviews or community posts), you grant us a non-exclusive, worldwide, royalty-free license to host, use, copy, reproduce, store, display, reformat, translate, transmit, and distribute your Contributions solely for the purpose of operating, improving, and promoting the Services. We will not sell your Contributions to third parties as standalone content. This license is limited to what is reasonably necessary to provide and maintain the Services.

This license includes the right to use your name or username as needed to display your Contribution in context (for example, showing your username next to a review you posted). It does not grant us the right to use your image, voice, or likeness in advertising without your separate consent.

You are responsible for what you post

By posting Contributions through the Services, you:

- agree not to upload any content that infringes on third-party intellectual property rights or violates applicable laws;

- confirm that you will not post, send, publish, upload, or transmit any content that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- confirm that your Contributions are either original to you or that you have the necessary rights to post them, and that you are not sharing confidential information belonging to others.

You are solely responsible for your Contributions. If your Contributions cause us harm due to a violation of these terms, third-party intellectual property rights, or applicable law, you agree to cover any resulting losses we incur.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the “COPYRIGHT INFRINGEMENTS” section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) All registration information you submit will be true, accurate, current, and complete, and you will not impersonate another person or provide false information about your identity or affiliation; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are at least 18 years old (or considered non-minor in the local jurisdiction), and, where the age of majority in your jurisdiction is higher than 18, you have reached that higher age of majority; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; (7) if you are accessing the Services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Legal Terms; (8) your use of the Services will not violate any applicable law or regulation; (9) you are not located in, organized under the laws of, or a resident of any country or territory that is the subject of comprehensive sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom, or any other applicable sanctions authority, and you are not listed on, or owned or controlled by any person or entity listed on, any

applicable denied-party, blocked-persons, or restricted-party list (including, without limitation, the OFAC Specially Designated Nationals and Blocked Persons List); and (10) you will not use the Services in violation of any applicable export control, trade sanctions, or embargo laws or regulations, and you will not export, re-export, or transfer any data, content, or software obtained through the Services to any prohibited destination, entity, or person.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You acknowledge that we are not liable for any loss or damage arising from your failure to comply with these representations and warranties.

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

If your account is compromised, you must notify us immediately at privacy@talkpal.ai. We are not responsible for any unauthorized use of your account, and you may be held liable for losses incurred by us or others due to such unauthorized use.

If you register on behalf of an organization under Section 1A, you are responsible for managing access among your Authorized Users and ensuring that each Authorized User complies with these Legal Terms. The organization remains liable for all activity under its account(s).

4A. ACCOUNT STRUCTURE AND SUB-ACCOUNTS

Single Account; Multiple Sub-Accounts

Each user maintains a single account on the Services, identified by their email address and login credentials (“Account”). An Account serves as the user’s unified identity across the Services and stores account-level information, including the user’s email address, password, display name, and general account preferences (“Account-Level Information”). Account-Level Information is shared across all Sub-Accounts (as defined below) associated with the Account.

Within an Account, a user may hold the following types of sub-accounts (“Sub-Accounts”):

(a) Personal Sub-Account. A Personal Sub-Account is created automatically when a user registers for the Services. Each Account may have no more than one (1) Personal Sub-Account. A Personal Sub-Account may operate at the free basic tier (with limited features) or at the premium tier (upon purchase of a paid subscription by the individual user). The individual user is solely responsible for managing and paying for their Personal Sub-Account.

(b) Organizational Sub-Account(s). An Organizational Sub-Account is created when a user accepts an invitation from a Customer (as defined in Section 1A) to join the Customer's organizational account. Organizational Sub-Accounts operate at the premium tier for the duration of the Customer's subscription. A user may hold more than one Organizational Sub-Account simultaneously if invited by multiple Customers. Each Organizational Sub-Account is governed by the respective Customer's subscription terms and any applicable Order Form. The Customer is solely responsible for paying for and managing its Authorized Users' Organizational Sub-Accounts.

Independence of Sub-Accounts

Each Sub-Account operates independently. The activation, suspension, cancellation, or termination of one Sub-Account does not affect any other Sub-Account associated with the same Account. Without limiting the foregoing:
(a) If an Organizational Sub-Account is deactivated — whether due to the Customer's subscription expiring, the Administrator removing the user, the user voluntarily leaving the organizational account, or any other reason — the user's Account, Personal Sub-Account, and any other Organizational Sub-Accounts remain fully active and unaffected.
(b) If a user cancels or downgrades their Personal Sub-Account, any active Organizational Sub-Account(s) remain unaffected.
(c) If all Organizational Sub-Accounts are deactivated and the user does not hold a paid Personal Sub-Account, the user retains access to the Services through their Personal Sub-Account at the free basic tier.
(d) A user may independently upgrade, downgrade, or cancel their Personal Sub-Account at any time, regardless of the status of any Organizational Sub-Account.

Data Separation

Except for Account-Level Information (email address, password, name, and general account preferences), each Sub-Account maintains its own independent data. This includes, but is not limited to, learning progress, conversation history, lesson completion records, proficiency assessments, language selections, and usage statistics (collectively, "Sub-Account Data"). Sub-Account Data from one Sub-Account is not shared with, transferred to, or accessible from any other Sub-Account.
For clarity:
(a) Activity performed within an Organizational Sub-Account is attributed solely to that Organizational Sub-Account. A Customer's Administrator may view Sub-Account Data generated within the corresponding Organizational Sub-Account, as described in Section 1A, but has no access to the user's Personal Sub-Account Data or to Sub-Account Data associated with any other Customer's Organizational Sub-Account.
(b) Activity performed within a Personal Sub-Account is attributed solely to that Personal Sub-Account and is not visible to any Customer Administrator.

No Data Portability Between Sub-Accounts

When an Organizational Sub-Account is deactivated — for any reason — the Sub-Account Data associated with that Organizational Sub-Account is not transferred to the user's Personal Sub-Account or to any other Sub-Account. The user does not retain access to that Sub-Account Data after deactivation.

Deletion of Organizational Sub-Account Data

Upon deactivation of an Organizational Sub-Account, we will delete the Sub-Account Data associated with that Organizational Sub-Account from our active systems within thirty (30) days, unless: (a) retention for a longer period is required by applicable law; or (b) the data is subject to an ongoing legal hold, investigation, or dispute. Data contained in automated backups may persist for up to ninety (90) days before being overwritten in the normal course of our backup rotation. This paragraph does not affect the user's Account or Account-Level Information, which will continue to be retained in accordance with our Privacy Policy.

Switching Between Sub-Accounts

Where a user holds more than one active Sub-Account, the user may switch between Sub-Accounts within the Services. The features, content, and settings available in each session are determined by the Sub-Account selected by the user at that time.

4B. GUEST MODE (iOS APP)

The iOS version of the App offers a "Guest Mode" that allows you to use a limited set of features without creating an Account. Guest Mode currently consists of flashcard-based vocabulary practice using content provided by Talkpal; it does not include the AI conversation features of the Services (including Chat, Roleplays, Characters, Debates, Call, and other AI-generated interaction modes), which require an Account. Guest Mode is currently offered only on the iOS App and is not available on the Site, the B2B Platform, or the Android version of the App. We may change the features, scope, or availability of Guest Mode, or discontinue it, at any time at our sole discretion.

Acceptance and age requirement. By accessing or using Guest Mode, you enter into these Legal Terms with Talkpal and represent that you are at least 18 years old (or the age of majority in your jurisdiction, if higher) and have the legal capacity to enter into this agreement. Guest Mode may not be accessed or used by any person under 18. Providing false information about your age is a material breach of these Legal Terms and grounds for immediate termination of Guest Mode access. All provisions of these Legal Terms apply to your use of Guest Mode, except those that by their nature apply only to registered Accounts, paid subscriptions, or organizational accounts (including Sections 4, 4A, 5, 6, 6A, 6B, and 7). For the avoidance of doubt, Sections 2

(Intellectual Property), 3 (User Representations), 9 (Prohibited Activities), 9A (Fair Use, One Account per Person, and Anti-Abuse), 10–11 (Learning Content; Contributions), 12 (Mobile Application License), 16 (Services Management), 19 (Term and Termination), 21–22 (Governing Law; Dispute Resolution), 24–26 (Disclaimer; Limitations of Liability; Indemnification), and 31–31B (AI Disclaimers and Transparency) apply in full to Guest Mode.

No Account; session data. Guest Mode does not create an Account or any Sub-Account. Guest Mode sessions are associated with your device. Any learning progress or settings from a Guest Mode session (i) are not synced across devices, (ii) may be lost if you delete the App or reset your device or its identifiers, and (iii) are retained and deleted as described in our Privacy Policy.

No purchases; free trial unaffected. Subscriptions cannot be purchased, and Promotion Codes cannot be redeemed, within Guest Mode. Use of Guest Mode does not constitute use of the free trial described in Section 6; a user who has used Guest Mode remains eligible for the free trial upon registering for the Services, subject to Section 6.

We may limit, suspend, or terminate Guest Mode access at any time, with or without notice, including where we reasonably believe Guest Mode is being used in violation of these Legal Terms, by a person under 18, or to circumvent the intended limits of Guest Mode or gain access to features reserved for registered Accounts. To use the full Services, including the AI conversation features, you must register an Account and accept these Legal Terms at registration.

5. PURCHASES AND PAYMENT

Payment methods

Payments for the Services are processed by Stripe, Inc. (“Stripe”), our third-party payment processor. The specific payment methods available to you (which may include Visa, Mastercard, American Express, Discover, SEPA, Apple Pay, Google Pay, ACH, bank transfers, and other methods) are determined by Stripe and may vary based on your region, currency, device, and Stripe’s own policies and availability. Talkpal does not directly process, handle, or store your payment card or bank account details – all such data is collected and managed by Stripe in accordance with Stripe’s terms of service (https://stripe.com/legal) and privacy policy (https://stripe.com/privacy). The availability, acceptance, or discontinuation of any particular payment method is subject to Stripe’s sole discretion and applicable third-party payment network rules. Talkpal is not responsible for the unavailability of any specific payment method, payment processing errors attributable to Stripe or a payment network, or changes to payment method availability imposed by Stripe or any third-party payment provider. For purchases made through the Apple App Store or Google Play, payments are processed by the respective platform and are subject to their terms of service and payment policies.

Legacy payment methods. Certain payment methods, including PayPal, are no longer available for new subscriptions but continue to be supported for existing users who subscribed using those methods. If you are an existing PayPal subscriber, your subscription will continue to be processed through PayPal until you cancel or switch to a currently supported payment method. We reserve the right to discontinue support for legacy payment methods upon reasonable notice to affected users.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. This includes ensuring your payment method has sufficient funds or credit to cover charges. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We will charge sales tax/VAT/GST (as applicable) based on your location and as required by law. We may change subscription prices from time to time. Price changes do not affect your current paid term. For subscriptions that renew automatically, a price change will take effect no earlier than your next renewal, and we will notify you by email or in-app alert at least 30 days before the new price first applies. If you do not wish to pay the new price, you may cancel before the renewal date and the change will not apply to you. All payments can be in US dollars or in other currencies based on your location.

You agree to pay the charges, at the prices then in effect, for each subscription period for which your payment method is successfully charged. We do not charge you, and you do not owe us anything, for a subscription period in which no charge succeeds. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. For consumers residing in Germany or the Netherlands, any continuation of the subscription beyond the initial subscription term occurs for an indefinite period and may be terminated at any time with a notice period of not more than one month, as described in Section 7. For consumers residing in Belgium or Denmark, additional termination rights apply as described in Section 7. Where we offer it, you may pause your subscription as described in the “Pausing your subscription” paragraph below. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. If a charge fails, the “Failed payments and retry window” paragraph below applies. For organizational accounts, the Overdue Payments provisions in Section 1A apply instead.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Our Services can be also purchased via Google Play Store and Apple App Store. Purchases made through these platforms are subject to their respective terms of service and payment policies.

To the extent permitted by applicable law, if we issue you a refund at your request (other than where the refund is required by law, or is due to our error), we may deduct from the refund, or charge to your original payment method, an amount equal to the actual, non-recoverable third-party fees we incur in connection with the original transaction and the refund (for example, payment processor or bank fees, chargeback or return fees, currency conversion costs, and cross-border assessment fees). No deduction is made from any refund owed to you in connection with the exercise of a statutory right, including the 14-day right of withdrawal for consumers in the EEA or the United Kingdom and statutory termination rights of consumers in Germany, the Netherlands, Belgium, or Denmark; such refunds are paid out in the full amount owed. No deduction is made from refunds issued under the 30-day refund for web purchases described in Section 7. We do not add any additional administrative surcharge. We will disclose the amount of any such refund processing fee before completing the refund and will provide an itemization upon request. This paragraph applies only to discretionary refunds issued at our initiative or at your request outside of any statutory right of withdrawal. It does not apply to refunds issued pursuant to the EEA/UK right of withdrawal described in Section 7 or any other mandatory refund right under applicable law. This paragraph does not apply to purchases made through the Apple App Store or Google Play, which are subject to those platforms' refund policies and processes. Nothing in this paragraph affects your non-waivable statutory rights, including any right to a full refund where required by applicable law.

Subscription periods, billing dates and renewals

Each paid subscription period begins on its billing date and runs for the plan length you selected. The billing date of your first paid period is the day your free trial ends or, if there is no trial, the day of your purchase. Your subscription renews automatically at the end of each period unless you cancel before the renewal; the billing date of each renewal period is the day after the previous period ends or, if your subscription is paused under the "Pausing your subscription" paragraph below, the day the pause ends. A free extension of a paid period purchased directly from Talkpal that you accept under Section 7 or receive as a referral reward under Section 6A moves the end of that period, and therefore your next billing date, by the length of the extension; no charge is made for the extension. We attempt to charge your payment method on the billing date. The billing date and the end date of a period do not change if the charge succeeds later than the billing date.

Pausing your subscription

Where we offer it, you may pause your subscription for one to three months. A pause begins at the end of your current paid period; you keep full access until then. During the pause, we do not charge you, premium features are not available, and you may use the Services at the free basic

tier. Your subscription resumes automatically at the end of the pause, and the billing date of your next paid period is the day the pause ends. You may resume early from your account settings, in which case the billing date is the day you resume, and you may cancel at any time during the pause at no charge. A pause does not affect your statutory rights, including the termination rights described in Section 7.

Failed payments and retry window

If a charge fails on the billing date, we will notify you by email, keep your access active, and retry the charge for up to 30 days after the billing date (the “retry window”). If a retry succeeds, the period runs from its billing date for the full plan length; a late successful charge does not extend the period or move your next billing date. If no retry succeeds by the end of the retry window, we will terminate your subscription for non-payment with effect from the end of the retry window; your access stops, and you owe us nothing for that period. You may cancel at any time during the retry window; we will then stop retrying and your subscription ends immediately at no charge. Where a charge has failed, we may terminate your subscription for non-payment before the end of the retry window; in that case no amount is owed for that period. If a later period is charged successfully while an earlier period remains unpaid at the end of its retry window, we cancel the charge for the earlier period, you owe nothing for it, and your subscription continues from the paid period.

For subscriptions purchased through the Apple App Store or Google Play, the store’s billing, grace-period, retry, pause, and offer rules apply instead of these paragraphs and instead of the offers described in Section 7 and the paid-period extensions described in Section 6A.

6. FREE TRIAL

We offer new users a 14-day free trial. Where a different trial length applies to a specific plan, payment method, or platform, we display it before you start the trial. The account will be charged according to the user’s chosen subscription at the end of the free trial period. If you do not cancel before the end of the free trial, your subscription will automatically convert to a paid subscription and your payment method will be charged at the then-current rate. The free trial is not a paid subscription period and you owe nothing for it. Your first paid subscription period begins on the day the trial ends (its billing date, see Section 5) and runs for the plan length you selected, and we attempt the first charge on that day. If the first charge fails, the retry rules in Section 5 apply: if a retry succeeds, your paid period still runs from the day the trial ended; if no retry succeeds, your subscription ends and you owe us nothing. We may extend your free trial, for example if you accept an offer when cancelling during the trial (Section 7) or through the referral program (Section 6A). An extended trial is part of the free trial: you owe nothing for it, and the billing date of your first paid period is the day the extended trial ends. Trial extensions earned through the referral program are subject to the limits set out in Section 6A. For subscriptions purchased through the Apple App Store or Google Play, trial lengths, trial

extensions and any introductory or promotional offers are set and administered by the store under its rules. You can cancel at any time before the trial ends to avoid charges. If you subscribed via Apple/Google, you must cancel through the App Store/Google Play. The free trial applies to new individual users who register with the Services. For purchases made through the Apple App Store or Google Play, refund and cancellation policies are governed by the respective platform's terms. For organizational or enterprise accounts under Section 1A, trial availability and terms may vary and will be communicated at the time of registration or in a separate Order Form. In case a user has already used the free trial, the next subscription will immediately charge the customer without a free trial period. The free trial is available once per person, not once per Account, email address, device, or payment method; see Section 9A. For the avoidance of doubt, prior use of Guest Mode (Section 4B) does not constitute use of the free trial. A user who has not previously activated a paid Personal Sub-Account subscription remains eligible for the free trial if they subsequently subscribe to a paid Personal Sub-Account independently. Charges made after the trial are covered by the 30-day refund for web purchases in Section 7.

For EEA/UK consumers: your subscription contract is concluded at the moment you complete sign-up, including where your subscription begins with a free trial. The 14-day right of withdrawal described in Section 7 runs from that date and does not restart when the free trial converts to a paid subscription or when a subscription renews, except in the limited circumstances described in Section 7 ('Application to renewals'). Before you start a free trial, we will display the price, billing frequency, and date of the first charge that will apply after the trial. You can cancel at any time before the trial ends to avoid any charge.

6A. REFERRAL PROGRAM

We may, from time to time, offer a referral program that allows eligible users to invite new users to the Services through a unique referral link or code. Where a referred user creates a new Talkpal account through an eligible referral link and activates a trial, the referred user may receive an extended free trial, a discount, or a premium subscription for a specified duration, and the referring user may receive a limited period of free Premium access or a discount. Where the referring user has an active paid subscription purchased directly from Talkpal, free Premium access is granted as an extension of the current paid period by the reward length; no charge is made for the reward period and the next billing date moves accordingly (Section 5). Where the referring user has no paid subscription, free Premium access ends automatically at the end of the reward period without any charge, unless the user subscribes. Referral rewards for referring users cannot be applied to subscriptions purchased through the Apple App Store or Google Play. Those subscriptions are billed and administered by the store, and we are unable to extend, credit, or otherwise alter a store-billed subscription period. Accordingly, a referring user whose current subscription was purchased through the Apple App Store or Google Play is not eligible to receive a referral reward, and no reward is credited, banked, or carried forward, and no cash, credit, discount, or other substitute is provided, where that subscription is active at the time the

reward would otherwise be credited. This does not prevent the referring user from sharing their referral link. The referred user's reward, if any, is determined by the program details displayed for the platform on which the referred user registers and, for trials started through the Apple App Store or Google Play, by Section 6. A referred user's extended trial is part of the free trial (Section 6); no charge is made before it ends. The specific rewards, durations, and eligibility criteria will be communicated at the time of participation and may vary by country, platform (web, iOS, Android), payment method, and account type. The referral program is void where prohibited or restricted by applicable law.

Limits on participation. Rewards are limited. Unless the program details displayed at the time of participation state otherwise: (i) an Account may earn rewards for no more than six (6) qualifying referrals in total, for the lifetime of that Account, and this limit does not reset; (ii) each referred person is counted once only, regardless of the number of Accounts, email addresses, devices, or payment methods that person uses, and a person who has previously activated a paid subscription cannot be referred; (iii) a referral qualifies only where the referred user registers through the referring user's link or code and remains subscribed for the qualifying period of thirty (30) days following their first successful payment, without cancellation, withdrawal, refund, or chargeback; and (iv) an Account that reaches this limit, or that is disqualified under this Section, may continue to use the Services but may not earn further rewards. Referrals beyond these limits do not earn a reward. A reward is pending until the qualifying period has elapsed and is credited only on completion of that period. We may set lower or different limits by country, platform, or campaign and will state them in the program details. Participation is subject to eligibility requirements, technical availability, and our anti-fraud and verification checks. Rewards have no cash value, are non-transferable, cannot be exchanged for cash, and may not be combined with other offers unless we expressly state otherwise. Rewards may be revoked, reduced, or invalidated if the qualifying referral is reversed, refunded, or charged back, or if the referred user's subscription is cancelled within the qualifying period. Authorized Users are not eligible to earn referral rewards through their Organizational Sub-Account (as defined in Section 4A), and any referral activity conducted in connection with an Organizational Sub-Account is excluded from the program.

We reserve the right, at our sole discretion and without prior notice, to modify, suspend, or terminate the referral program (in whole or in part), to change reward amounts or durations, to disqualify users, and to revoke or invalidate rewards where we reasonably believe the program has been abused or used in violation of these Legal Terms or applicable law – including, without limitation, through fake accounts, self-referrals, automated tools, mass distribution of referral links, or fraudulent payment methods. Termination or modification of the referral program will not affect rewards that have already been validly earned and credited to your Account at the time of the change, except where revocation is permitted under the anti-abuse provisions of this Section 6A.

For the purposes of this Section, abuse includes, without limitation: creating or controlling more than one Account; referring Accounts that you create or control; coordinating with others to create Accounts for the purpose of earning rewards; offering, advertising, selling, auctioning, renting, or exchanging referral links, codes, rewards, Accounts, or access to any of them, whether for money or other consideration; distributing referral links through coupon, deal, cashback, giveaway, or link-aggregation sites, bulk email or messaging, paid advertising, or automated means; and misrepresenting the Services or the terms of the program in order to obtain referrals. Where we reasonably believe this Section has been breached, we may — in addition to the measures set out above and in Sections 9A, 16 and 19 — withhold or cancel any pending or credited reward Premium access with immediate effect and adjust the affected billing date accordingly, permanently disqualify the Account from the referral program, and suspend or terminate the Account. Reward Premium access is provided free of charge; its withdrawal does not entitle you to any refund, credit, or compensation, and does not affect any subscription period for which you have paid. Where reasonably practicable we will notify you and give you an opportunity to explain or correct the conduct before we act, and you may appeal to support@talkpal.ai. Any taxes or duties arising from the receipt of rewards are the sole responsibility of the receiving user.

6B. PROMOTION CODES

We may, from time to time, issue codes that can be redeemed for benefits within the Services — such as discounts, extended free trials, or prepaid subscriptions ("Promotion Codes"). Promotion Codes may be issued directly by Talkpal or distributed by authorized third parties (such as employers, contractors, schools, partners, or sponsors) ("Code Providers"). Each Promotion Code is subject to these Legal Terms and to any additional terms communicated at the time of the offer, including any expiration date, eligibility requirements, country availability, or single-use restriction. Promotion Codes have no cash value, are non-transferable, may be redeemed only once unless we state otherwise, and may not be resold, traded, or distributed through unauthorized channels. Unless we expressly state otherwise, Promotion Codes may not be combined with other promotions, discounts, or offers, including the Referral Program in Section 6A. Promotion Codes are generally redeemable only on the platform where they are offered; codes issued by Talkpal may not be redeemable through the Apple App Store or Google Play, and codes issued by those platforms may not be redeemable on Talkpal's website. Any taxes arising from receipt or redemption of a Promotion Code are your responsibility. Where a Promotion Code is provided through a Code Provider, the associated benefit may be modified, terminated, or revoked by the Code Provider or by Talkpal at any time, including where your underlying relationship with the Code Provider ends. If your benefit is terminated, you retain your Account and may continue using the Services through your Personal Sub-Account or by subscribing independently. We may share usage data with the Code Provider as reasonably necessary to administer the program. Where access to the Services is provided through an Organizational Sub-Account under Section 1A, Section 1A controls and this Section 6B does not apply. We reserve the right, at our sole discretion and without prior notice, to modify, suspend,

or terminate any Promotion Code or program; to invalidate Promotion Codes; to revoke benefits; and to ban users from redeeming Promotion Codes or suspend or terminate Accounts where we reasonably believe a user has engaged in fraud, abuse, or unauthorized use — including the creation of multiple Accounts, the use of automated tools or fraudulent payment methods, resale or transfer of Promotion Codes, or misrepresentation of eligibility.

7. CANCELLATION

You can cancel your Personal Sub-Account subscription at any time by logging into your account, or by sending us a notice of cancellation in text form, for example by email to support@talkpal.ai from the email address associated with your account. Unless otherwise stated in this Section or required by applicable law, your cancellation will take effect at the end of the current paid term. Cancelling in your account settings stops future renewals with effect from the end of the current paid term. If you wish to exercise a statutory right that involves a refund — including the 14-day right of withdrawal described below or, for consumers in Germany, the Netherlands, Belgium, or Denmark, the termination rights described below — please email support@talkpal.ai and we will process it as described in this Section. If you cancel during a retry window (Section 5), your subscription ends immediately and no charge is made for the unpaid period. Cancellation of your Personal Sub-Account subscription does not affect any active Organizational Sub-Account(s) associated with your Account, and vice versa. To end access under an Organizational Sub-Account, contact your organization's Administrator. A user whose Organizational Sub-Account is deactivated retains their Account and Personal Sub-Account as described in Section 4A.

Offers when you cancel. When you cancel a subscription purchased directly from Talkpal, we may offer you the option to continue instead: if you are in a free trial, an extension of the trial by 14 days; if you have an active paid subscription, an extension of your current paid period by two months at no charge. You are free to decline, and the option to cancel remains available. If you accept, an extended trial is treated as described in Section 6, and an extended paid period runs to its new end date without charge; your subscription then continues and renews as described in Section 5, and we show you the new billing date when you accept the offer and in your account settings. You may cancel at any time during an extension at no charge. Each offer may be accepted once per subscription. For subscriptions purchased through the Apple App Store or Google Play, any trial extension, promotional or retention offer, or pause is made available, if at all, through the store and is governed by the store's rules and terms; this paragraph does not apply to those subscriptions.

Consumers in Germany, the Netherlands, Belgium, and Denmark. If you are a consumer residing in Germany, the following applies to subscriptions purchased directly from Talkpal (web purchases): after the initial subscription term, your subscription continues for an indefinite period and you may terminate it at any time with a notice period of not more than one month. During this indefinite period we charge you per billing period on its billing date in the same way

as under Section 5. If a charge fails and no retry succeeds, we terminate the subscription for non-payment and you owe nothing for that billing period. If a retry succeeds, the billing period runs from its billing date and is not extended. You may declare your termination in any text form, including by email to support@talkpal.ai. We will confirm receipt of your termination and its effective date by email. If you have paid in advance for a period extending beyond the effective date of your termination, we will refund the unused portion of the amount paid on a pro-rata basis to your original payment method within 14 days of the effective date. If you purchased your subscription through the Apple App Store or Google Play, you may additionally manage or turn off renewal in your store account settings; you may nevertheless address your termination notice to support@talkpal.ai and we will confirm it and, where the store permits, ask the store operator to give effect to it. Refunds for store purchases are issued by Apple or Google under their refund policies; where you are entitled to a refund, we will support your request with the store operator. Your statutory rights remain unaffected.

If you are a consumer residing in the Netherlands, the following applies to subscriptions purchased directly from Talkpal (web purchases): after the initial subscription term, your subscription continues for an indefinite period and you may terminate it at any time with a notice period of not more than one month.

If you are a consumer residing in Belgium, once your subscription has automatically renewed you may terminate it at any time, free of charge, with a notice period of not more than one month.

If you are a consumer residing in Denmark, you may terminate your subscription at any time with one month’s notice effective to the end of a month, once five months have elapsed from the conclusion of the contract — including during the initial subscription term.

Where your subscription continues after the initial term or after a renewal, we charge you per billing period on its billing date in the same way as under Section 5; if a charge fails and no retry succeeds, we terminate the subscription for non-payment and you owe nothing for that billing period, and if a retry succeeds, the billing period runs from its billing date and is not extended. In each case: you may declare your termination in any text form, including by email to support@talkpal.ai; we will confirm receipt and the effective date by email; if you have paid in advance for a period extending beyond the effective date, we will refund the unused portion pro-rata to your original payment method within 14 days of the effective date. If you purchased through the Apple App Store or Google Play, you may additionally manage or turn off renewal in your store account settings; you may nevertheless address your termination notice to support@talkpal.ai and we will confirm it and, where the store permits, ask the store operator to give effect to it. Refunds for store purchases are issued by Apple or Google under their refund policies. Your statutory rights remain unaffected.

Refunds upon cancellation. Cancelling a subscription stops future renewals and does not entitle you to a refund of amounts already paid, except as described above for consumers in Germany, the Netherlands, Belgium, or Denmark, where otherwise required by law, under the 30-day refund for web purchases described below, or where we choose to provide a refund at our discretion.

30-day refund for web purchases. If you purchased a subscription directly from Talkpal (not via the Apple App Store or Google Play), you may request a full refund of any subscription charge within 30 days of the date that charge was made, for any reason. Request it by emailing support@talkpal.ai. We may offer you the alternative of keeping your subscription with a one-time partial refund of that charge; you may decline this and receive the full refund. Full refunds are paid to your original payment method within 14 days of your request, without deduction, and your subscription ends when the full refund is issued. This does not apply to organizational accounts under Section 1A. It is in addition to, and does not limit, your statutory rights, including the rights described in this Section. This refund is a voluntary commercial offer. It is available once per person. It is not available where we reasonably believe it is being used in bad faith or to obtain the Services without payment — including repeated cycles of subscription and refund, refunds sought across multiple Accounts controlled by the same person, or refunds sought in connection with abuse of the free trial, the referral program, or Promotion Codes. Where we decline a request for the 30-day refund we will tell you why. Outside this 30-day period, or where the 30-day refund is not available to you, refunds of charges for subscriptions purchased directly from Talkpal are at our discretion and, where granted, may be partial and subject to Section 5. Your statutory rights, including the right of withdrawal and the termination rights described in this Section, are unaffected in all cases.

EEA/UK Consumers — Right of Withdrawal. If you are a consumer in the European Economic Area or the United Kingdom, you have the right to withdraw from your subscription contract within 14 days of the day the contract is concluded, without giving any reason. The contract is concluded when you complete sign-up for a subscription, including where your subscription begins with a free trial. The withdrawal period applies once per contract: the automatic conversion of a free trial into a paid subscription and the automatic renewal of an existing subscription do not start a new withdrawal period.

Notice of your Right of Withdrawal (EEA/UK consumers)

Right of withdrawal. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Talkpal, Inc., 2810 N Church St, PMB 54222, Wilmington, DE 19802-4447, United States; email support@talkpal.ai) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form in the Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal. If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

End of the Notice of your Right of Withdrawal

Application to renewals. This reflects EU case law (CJEU, Case C-565/22): because we provide you, before you subscribe, with clear and comprehensible information about the price, billing frequency, automatic renewal terms, and the date of the first and each subsequent charge, the 14-day withdrawal period runs once, from the conclusion of the contract, and does not restart when a free trial converts to a paid subscription or when your subscription automatically renews. However: (a) where the mandatory law of your country of residence grants you a withdrawal or termination right in connection with an automatic renewal, that right applies notwithstanding the foregoing; and (b) if we have failed to provide you with the legally required pre-contract information regarding the right of withdrawal, the withdrawal period is extended as provided by applicable law — by up to twelve (12) months, or until fourteen (14) days after the day we provide you with that information, whichever is earlier. Where a withdrawal right applies to a renewal under (a) or (b) and you exercise it, we will refund the renewal charge less a proportionate amount for the period from the renewal date during which the Services were made available to you, calculated and paid in the manner described in this Section 7. Independently of any right of withdrawal, you may cancel at any time with effect from the end of the current paid term, and where required by applicable law we will send you a reminder before your subscription renews.

Because Talkpal is a service supplied immediately, at checkout, we ask you to expressly request that we begin supplying the Services during the withdrawal period. If you then withdraw within the 14-day period, you will receive a refund of the amount you paid, less a proportionate amount for the period during which the Services were made available to you, calculated pro-rata against the total price of your subscription term. For example, if you purchase a 30-day subscription without a free trial and withdraw on day 3, you will be refunded the price paid less 3/30 of that price. If the Services have been fully performed before you withdraw (i.e., your subscription term has ended), the right of withdrawal no longer applies. If you did not pay anything before withdrawing (for example, you withdraw during a free trial), no charge applies,

and no refund is due. For the avoidance of doubt, if you purchase a subscription without a free trial (for example, because you have used a free trial in the past), this is a new contract and the 14-day withdrawal period described above runs from the date you complete your purchase.

We will confirm receipt of your withdrawal on a durable medium (e.g., by email) without delay.

Where a discretionary refund is granted outside the statutory right of withdrawal, the refund processing fee provisions in Section 5 (Purchases and Payment) apply; they never apply to statutory withdrawal refunds or to refunds under the 30-day refund for web purchases. For purchases made via the Apple App Store or Google Play, refund requests must be made directly to Apple or Google and are governed by their terms. Nothing in this Section limits your non-waivable statutory rights, including remedies for defective digital content or services under applicable law.

If you are unsatisfied with our Services, please email us at support@talkpal.ai.

8. SOFTWARE

We may include software for use in connection with our Services, including the App. We grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Services and in accordance with these Legal Terms; your license to the App is set out in Section 12. Except as expressly set forth in Section 12 (Limited representation and remedies), any software and any related documentation is provided “AS IS” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the software will be error-free, free of viruses or other harmful components, or compatible with your specific hardware or operating system. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with these Legal Terms. Any unauthorized reproduction, modification, distribution, or reverse engineering of the software is strictly prohibited and may result in termination of your access to the Services and/or legal action.

If you download the App, Section 12 governs your license to use the App, together with the terms required by the app store through which you obtained it.

9. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Post false or deliberately misleading statements about the Services with the intent to cause commercial harm to Talkpal.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell, rent, lend, transfer, gift for consideration, or offer, advertise, or list for sale or transfer your Account, profile, subscription, or any trial, reward, or Promotion Code — or allow any other person to use them.
- Share, sell, or redistribute your log-in credentials or account access with any unauthorized individual or entity, offer, advertise, or list them for sale or transfer, or use log-in credentials or account access obtained from anyone other than us.
- Abuse, defraud, or attempt to circumvent any Promotion Code program, including by creating multiple Accounts to redeem single-use codes, reselling or transferring Promotion Codes, or using automated means to obtain or redeem Promotion Codes (see Section 6B for full terms).
- Abuse, defraud, or attempt to circumvent the Referral Program, including by creating or controlling multiple Accounts, referring yourself or Accounts you control, using automated tools or fraudulent payment methods, distributing referral links through bulk, automated, paid, or unauthorized channels, or selling, transferring, or offering for sale any referral link, code, reward, or Account (see Section 6A for full terms).
- Use the Services as a substitute for professional medical, psychological, or therapeutic care, or for emotional support, companionship, or simulated personal relationships. The Services

are provided solely for language learning and language practice.

- Use the Services to seek assistance or information in connection with self-harm or harm to others.
- Access or use the Services if you are under 18 years of age, or assist or permit any person under 18 to access or use the Services.

Violations of these prohibited activities may result in the suspension or termination of your account, the withdrawal of any trial, reward, code, discount, or other benefit — whether pending or already credited — and/or legal action. We reserve the right to report such violations to law enforcement authorities and cooperate with their investigations as necessary.

9A. FAIR USE, ONE ACCOUNT PER PERSON, AND ANTI-ABUSE

One Account per person. The Services are offered for your own personal use. You may hold one (1) Account. You may not create, register, control, or use more than one Account, whether directly or through another person, and you may not create an Account using another person's identity, email address, telephone number, or payment method, or using false, borrowed, temporary, disposable, or automatically generated details. Where we reasonably believe that several Accounts belong to or are controlled by the same person, we may treat them as a single Account for the purposes of the free trial, the referral program, Promotion Codes, refunds, and any other benefit, and we may close the duplicates. This paragraph does not restrict access permitted under Section 12 through Family Sharing or volume purchasing, or access through an Organizational Sub-Account under Section 1A, where each individual holds their own Account.

One free trial, one set of benefits per person. The free trial (Section 6), referral rewards (Section 6A), Promotion Codes (Section 6B), and the 30-day refund for web purchases (Section 7) are offered once per person, not once per Account, per email address, per device, or per payment method. You may not create Accounts, reset or alter devices or identifiers, use additional email addresses or payment methods, or take any other step in order to obtain any of them more than once or beyond the limits we publish.

No resale or commercial exploitation of access. Your Account, your subscription, your log-in credentials, and any trial, reward, code, or benefit are personal to you. You may not sell, resell, rent, lend, sublicense, auction, trade, gift for consideration, transfer, or share them, or offer, advertise, or list them for any of those purposes, and you may not allow any other person to use your Account. You may not acquire access to the Services from anyone other than us, the Apple App Store or Google Play, or through an organizational account of which you are an Authorized User under Section 1A; access obtained otherwise is void, may be deactivated without notice or refund, and we have no obligation to any person who acquired it.

Deceptive and manipulative conduct. You may not misrepresent who you are, where you are located, your eligibility, or your relationship with us; manipulate identifiers, IP addresses, device characteristics, or location signals in order to obtain pricing, benefits, or availability not intended for you; make false or duplicated reports, complaints, disputes, or chargebacks; or make statements about the Services or our offers that are false or misleading in order to obtain a benefit.

Detection. We may use technical and manual measures — including bot-detection and anti-fraud services such as Cloudflare Turnstile, and signals relating to device, network, account, and payment-method characteristics — to detect, challenge, limit, and block duplicate, automated, or abusive access and use. We process personal data for this purpose as described in our Privacy Policy.

Consequences. Where we reasonably believe this Section has been breached, we may take any of the measures set out in Sections 16 and 19, and may in addition: withhold, cancel, or reverse any trial, reward, code, discount, or other benefit, whether pending or already credited, and adjust the affected billing date accordingly; decline a discretionary refund; permanently disqualify the Account from the referral program and from Promotion Codes; close duplicate Accounts; and suspend or terminate the Account and refuse future registration. Benefits provided free of charge carry no refund, credit, or compensation on withdrawal. This does not affect any subscription period for which you have paid, or your statutory rights. Where reasonably practicable we will notify you and give you an opportunity to explain or correct the conduct before we act, and you may appeal to support@talkpal.ai.

10. USER CONTRIBUTIONS AND LEARNING CONTENT

Section 2 (“Your submissions and contributions”) sets out the rules that apply to any content you post through the Services in a way that is visible to other users or to the public, including your representations about that content and our right to remove it. The Services do not currently offer public forums, message boards, or community areas; if we introduce them, this Section and Sections 2 and 11 will apply.

Your learning interactions — including chat messages, voice practice, and the content of your conversations with AI characters — are private, are not Contributions, and are not visible to other users. Voice input is processed transiently to provide the Services and is not retained as an audio recording, as described in our Privacy Policy. You grant us a non-exclusive, worldwide, royalty-free license to process your learning interactions solely to provide, secure, and improve the Services, in the manner and subject to the choices (including the objection to AI training) described in our Privacy Policy. You retain all rights in your learning interactions.

You agree not to upload or transmit content containing viruses, worms, or other malicious code. We may remove Contributions and suspend or terminate your account under Sections 16 and

19, and may report unlawful Contributions to law enforcement or other competent authorities.

11. CONTRIBUTION LICENSE

By posting Contributions to the Services, you grant us a non-exclusive, worldwide, royalty-free license to host, use, copy, reproduce, store, display, reformat, translate, transmit, and distribute those Contributions solely for the purpose of operating, improving, and promoting the Services. This license includes the right to display your name or username alongside your Contribution. It does not include the right to sell your Contributions as standalone content, or to use your image, voice, or likeness in advertising without your separate, explicit consent.

We do not claim ownership of your Contributions. You retain all rights in them. To the extent permitted by applicable law, you waive your moral rights in your Contributions; where those rights cannot be waived, you agree not to assert them in a way that would prevent us from exercising the license above.

If you delete a Contribution, this license ends, except that we may retain and use copies to the extent necessary to comply with law, resolve disputes, enforce these Legal Terms, or as retained in routine backups until those backups are overwritten in the normal course of our backup rotation.

12. MOBILE APPLICATION LICENSE

Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. The App may also be accessed and used by other accounts associated with you via Family Sharing or volume purchasing, as permitted by the applicable App Distributor’s Usage Rules. Family Sharing and volume purchasing access is permitted only where each user accessing the App is at least 18 years old (or considered non-minor in the local jurisdiction), consistent with the age requirement set out in the preamble to these Legal Terms. This license is granted solely for your personal, non-commercial use (if you are an individual user) or internal business purposes within your organization (if you are an Authorized User under Section 1A) and may not be sublicensed, transferred, or assigned to any third party. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose

for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Limited representation and remedies

Talkpal represents that it employs commercially reasonable, industry-standard measures designed to ensure that the App, as distributed by Talkpal through the Apple App Store or Google Play, does not contain spyware, trojan horses, viruses, or other malware at the time of your download. Except for this limited representation, Section 24 applies to the App. If you discover a defect in the App, please notify us without undue delay at the contact details in Section 32. If we confirm that the App is defective, we will, at our option, correct the defect or provide a replacement version. In the event of any failure of the App to conform to any applicable warranty, you may also notify the App Distributor as described in paragraph (d) below. These are your sole and exclusive remedies for any breach of this limited representation. Nothing in this paragraph limits any non-waivable statutory conformity or warranty rights you may have as a consumer under the mandatory law of your country of residence, including under Directive (EU) 2019/770 on digital content and digital services, or your rights under Sections 5 and 7.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple App Store or Google Play (each, an “App Distributor”). Where these provisions conflict with the more general terms of Section 12 with respect to use of the App from the Apple App Store, these provisions shall prevail.

(a) **Acknowledgment.** You acknowledge and agree that these Legal Terms are concluded between you and Talkpal only, and not with Apple, Inc. or Google LLC. Talkpal, not the App Distributor, is solely responsible for the App and the content thereof.

(b) **Scope of License.** The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded or Android-branded products that you own or control, and as permitted by the Usage Rules set forth in the App Distributor’s applicable terms of service, except that the App may also be accessed and used by other accounts associated with you via Family Sharing or volume purchasing where permitted by the App Distributor.

(c) **Maintenance and Support.** Talkpal is solely responsible for providing any maintenance and support services with respect to the App as required under applicable law or as described in these Legal Terms. You acknowledge that the App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

(d) **Warranty.** Talkpal is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in these Legal Terms. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Distributor, and the App Distributor will, in accordance with its terms and policies, refund the purchase price (if any) paid for the App. To the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Talkpal's sole responsibility.
(e) **Product Claims.** You and Talkpal acknowledge that Talkpal, not the App Distributor, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product-liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer-protection, privacy, or similar legislation.
(f) **Intellectual Property Rights.** In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Talkpal, not the App Distributor, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual-property-infringement claim, to the extent required by these Legal Terms.
(g) **Legal Compliance.** You represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
(h) **Developer Contact.** Direct any questions, complaints, or claims regarding the App to Talkpal at the contact details set out in Section 32 of these Legal Terms.
(i) **Third-Party Terms of Agreement.** You must comply with applicable third-party terms of agreement when using the App.
(j) **Third-Party Beneficiary.** You and Talkpal acknowledge and agree that Apple, Inc. and Apple's subsidiaries (and, where applicable, Google LLC and Google's subsidiaries) are third-party beneficiaries of these Legal Terms as they relate to your license of the App, and that, upon your acceptance of these Legal Terms, the App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Legal Terms against you as a third-party beneficiary.

13. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You are solely responsible for ensuring that your use of such Third-Party Accounts, and any permissions granted to us, comply with all relevant terms and conditions of those accounts. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to

your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists; (2) we may use such Social Network Content to personalize and enhance your experience on the Services, including providing tailored recommendations, connections, or content; and (3) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. You acknowledge and agree that your decision to link these accounts is voluntary and at your own risk. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. We are not responsible for disruptions caused by the unavailability of a Third-Party Account, nor do we guarantee uninterrupted access to Social Network Content. You may revoke Talkpal's access to a Third-Party Account at any time directly through that third-party service provider's own account or security settings (for example, the security or connected-apps settings of your Google or Apple account). Talkpal does not provide a separate mechanism for disconnecting a Third-Party Account within the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We recommend that you review those agreements carefully to understand your rights and obligations. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. To stop Talkpal's access to a Third-Party Account, revoke that access through the third-party service provider's own account or security settings. Please note that if you registered for the Services using a Third-Party Account as your sign-in method, revoking access may prevent you from signing in to your account. Information we previously obtained through a Third-Party Account (such as your name, email address, and profile picture) forms part of your account information and will continue to be retained and handled in accordance with our Privacy Policy. If you wish to have this information deleted, you may delete your account or exercise your deletion rights as described in the Privacy Policy.

14. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs,

music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). These links and content are provided solely for your convenience and informational purposes and should not be construed as an endorsement or recommendation by us. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. We do not guarantee that any Third-Party Websites or Third-Party Content will be free from viruses, malware, or other harmful components, and you are solely responsible for implementing safeguards to protect your devices and data. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. Our interactions with such websites or content, including but not limited to any purchases, services, or agreements, are solely between you and the third-party provider. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites. We reserve the right to disable links to any Third-Party Websites or remove Third-Party Content in our sole discretion, without prior notice.

15. ADVERTISERS

We may display promotional content within the Services, including content related to Talkpal’s own products, features, and services. We may also work with third-party advertising partners, ad networks, and retargeting platforms to deliver targeted or personalized advertising, as described in our Privacy Policy. We do not sell advertising space directly to third-party advertisers for display within the App. For details on the categories of information shared with advertising partners and how to opt out, please refer to our Privacy Policy and our Cookie Policy at https://talkpal.ai/cookie-policy.

16. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services. Talkpal may limit, redirect, or terminate sessions or accounts used in violation of Section 9 (Prohibited Activities), Section 9A (Fair Use, One Account per Person, and Anti-Abuse), or these Legal Terms.

17. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: https://talkpal.ai/privacy-policy. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted on servers located in the European Union (including Germany, Sweden and Ireland) and the United States, and that certain service providers may access personal data from additional locations (including the United Kingdom, Australia and Georgia), as described in Section 8 of our Privacy Policy and our Data Processing Agreement. Where your personal data is transferred to countries outside your country of residence, we ensure that such transfers are protected by appropriate legal safeguards. For users located in the European Economic Area (EEA), the United Kingdom, or Switzerland, transfers to countries that have not received an adequacy decision are protected by Standard Contractual Clauses approved by the European Commission (or the UK equivalent, as applicable), or by other lawful transfer mechanisms under applicable data protection law. Details of the safeguards we use are described in our Privacy Policy. For users located outside the EEA/UK/Switzerland, by using the Services you acknowledge that your data may be processed in the countries listed above.

18. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). Your Notification must include sufficient detail to identify the copyrighted work and the material alleged to be infringing, as well as proof of your ownership or authorization to act on behalf of the copyright owner. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please note that we reserve the right to remove or disable access to allegedly infringing material without prior notice to the user responsible for its publication, if we determine in our sole discretion that such action is warranted. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in

a Notification. This includes, but is not limited to, claims made in bad faith or without adequate investigation into the ownership or use of the allegedly infringing material. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney. We recommend submitting your Notification in accordance with the Digital Millennium Copyright Act (DMCA) or applicable copyright laws to ensure compliance with legal requirements.

19. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. Your continued use of the Services constitutes your agreement to abide by all provisions of these Legal Terms, as they may be updated from time to time. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES) IF WE REASONABLY BELIEVE: (A) YOU HAVE VIOLATED THESE LEGAL TERMS; (B) YOUR USE CREATES A SECURITY RISK OR LEGAL EXPOSURE FOR TALKPAL OR OTHERS; (C) YOU HAVE ENGAGED IN FRAUD, ABUSE, OR SUSPICIOUS ACTIVITY; (D) YOUR USE HARMS OR INTERFERES WITH THE SERVICES, OUR SYSTEMS, OR OTHER USERS; OR (E) SUSPENSION OR TERMINATION IS REQUIRED TO COMPLY WITH LAW OR A LAWFUL REQUEST FROM AUTHORITIES; OR (F) FOR ORGANIZATIONAL ACCOUNTS, AN INVOICE IS OVERDUE OR HAS BEEN CANCELLED FOR NON-PAYMENT UNDER THE OVERDUE PAYMENTS PROVISIONS OF SECTION 1A. WHERE REASONABLY PRACTICABLE, WE WILL PROVIDE NOTICE AND AN OPPORTUNITY TO APPEAL OR CURE. WE MAY SUSPEND OR TERMINATE IMMEDIATELY AND WITHOUT PRIOR NOTICE WHERE WE BELIEVE IT IS NECESSARY TO PROTECT THE SERVICES, USERS, OR THIRD PARTIES, OR TO COMPLY WITH LAW. We may terminate your use of the Services or delete your account in accordance with the reasons described above. Where reasonably practicable, we will provide notice and an opportunity to appeal. This includes, but is not limited to, situations where we detect fraudulent activity, unauthorized use of the Services, or any actions that pose a risk to our systems or other users.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. We reserve the right to monitor attempts to create new accounts by previously terminated users and to take appropriate technical or legal measures to enforce this prohibition. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. This may include reporting any unlawful conduct to relevant law enforcement authorities and cooperating fully with investigations.

For Authorized Users under an organizational account (Section 1A), termination of the Customer’s subscription, suspension or deactivation for non-payment under Section 1A, or removal of an Authorized User by the Customer’s Administrator will result in suspension or

deactivation of the corresponding Organizational Sub-Account(s). The Authorized User's Account, Personal Sub-Account, and any Organizational Sub-Accounts associated with other Customers will remain unaffected. Sub-Account Data from deactivated Organizational Sub-Accounts will be deleted in accordance with Section 4A. If the Customer has entered into a separate Order Form with us, the term and renewal provisions of that Order Form will govern the duration of Organizational Sub-Account access, and this Section 19 will apply to the extent not inconsistent with such Order Form.

20. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. This includes, but is not limited to, modifications to features, functionality, or availability of any part of the Services. Changes to subscription prices for active subscriptions are governed by Section 5 and will take effect only as described there. However, we have no obligation to update any information on our Services. You acknowledge and agree that we may introduce modifications to enhance user experience, comply with legal or regulatory requirements, or address technical challenges. Such modifications may require adjustments on your part to ensure continued compatibility with the Services. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith. You acknowledge that all updates, enhancements, or releases provided are at our sole discretion and may not be uniformly available to all users.

21. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Nothing in these Legal Terms limits any statutory rights you may have under the mandatory consumer protection laws of your country of residence, which cannot be waived by contract.

This Section does not apply to Talkpal's data-protection obligations towards organizational Customers, which are governed by Section 15.4 of the Data Processing Agreement, or to the Standard Contractual Clauses, which are governed as specified therein.

22. DISPUTE RESOLUTION

Before initiating any formal legal proceedings, you agree to first contact Talkpal at privacy@talkpal.ai and provide a written description of the dispute. The parties will attempt to resolve the dispute informally for a period of thirty (30) days. If the dispute is not resolved within that period, any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in New Castle County, Delaware, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Notwithstanding the foregoing, if you are a consumer resident in the European Economic Area or the United Kingdom, you may bring proceedings in the courts of your country of residence as required by applicable mandatory consumer protection law, and nothing in this Section prevents you from doing so. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms. To the extent permitted by applicable law, each Party may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. This paragraph does not apply where such limitations are prohibited by applicable law, including for consumers in jurisdictions that do not permit them. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. This limitation period does not apply where mandatory law in your jurisdiction prescribes a longer period, in which case the mandatory period shall apply. For users resident in the European Economic Area or the United Kingdom, the applicable statutory limitation period of your country of residence shall apply.

The venue provisions of this Section do not apply to disputes arising under the Data Processing Agreement or the Standard Contractual Clauses, which shall be brought in the forum specified in those instruments.

Consumer dispute resolution (Germany, § 36 VSBG). TalkPal, Inc. is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board (Verbraucherschlichtungsstelle) within the meaning of the German Consumer Dispute Resolution Act (VSBG). If you are a consumer and have a complaint, please contact us first at support@talkpal.ai; we aim to resolve complaints within 30 days as described above.

23. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

24. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE LIMITED REPRESENTATION SET FORTH IN SECTION 12 (WHICH IS SUBJECT TO THE SOLE AND EXCLUSIVE REMEDIES STATED THERE), WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH HYPERLINKED WEBSITES, THIRD-PARTY ADVERTISEMENTS DISPLAYED IN CONNECTION WITH THE SERVICES, OR ANY WEBSITE OR MOBILE APPLICATION LINKED TO OR FROM THE SERVICES, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR ENVIRONMENT, YOU ARE RESPONSIBLE FOR EXERCISING YOUR BEST JUDGMENT, CAUTION, AND DUE DILIGENCE. THIS INCLUDES VERIFYING THE LEGITIMACY OF THIRD-PARTY OFFERINGS AND UNDERSTANDING THE ASSOCIATED RISKS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THIS SECTION 24 EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

25. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. IF NO PAYMENTS HAVE BEEN MADE BY YOU TO US DURING SUCH PERIOD, OUR LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS ($50.00) OR THE MINIMUM EXTENT PERMITTED BY LAW. IF YOU HAVE ENTERED INTO A SEPARATE ORDER FORM OR SUBSCRIPTION AGREEMENT UNDER SECTION 1A THAT SPECIFIES A DIFFERENT LIABILITY CAP, THE CAP IN THAT ORDER FORM SHALL APPLY. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTHING IN THIS SECTION EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

This Section does not apply to claims arising under the Data Processing Agreement or the Standard Contractual Clauses, the liability for which is governed by Section 14 of that agreement.

Learning outcomes. Progress in a language depends on factors outside our control, including your prior knowledge, practice time and consistency. We do not guarantee, represent or warrant that you will reach any particular level of proficiency or fluency, pass any examination, or achieve any specific learning result, within any particular time or at all, through your use of the Services. This does not limit your statutory rights regarding the conformity of the Services themselves.

26. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions, including any Content or material you upload, transmit, or otherwise make available through the Services; (2) your misuse of the

Services or use of the Services in violation of these Legal Terms or applicable law; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; (6) any overt harmful act toward any other user of the Services with whom you connected via the Services; or (7) if you are a Customer under Section 1A, access to the Services by any individual under 18 through your organizational account, or your breach of the age-verification obligations in Section 1A.

YOUR OBLIGATION TO INDEMNIFY US APPLIES TO CLAIMS ARISING FROM YOUR MISUSE OF THE SERVICES, YOUR CONTENT OR CONTRIBUTIONS, YOUR BREACH OF THESE LEGAL TERMS, OR YOUR VIOLATION OF APPLICABLE LAW OR THIRD-PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US, AND YOU AGREE TO COOPERATE, AT YOUR EXPENSE, WITH OUR DEFENSE OF SUCH CLAIMS. YOU SHALL NOT, IN ANY EVENT, SETTLE ANY CLAIM OR MATTER WITHOUT OUR PRIOR WRITTEN CONSENT. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT. OUR FAILURE TO PROVIDE SUCH NOTICE SHALL NOT RELIEVE YOU OF YOUR OBLIGATION TO INDEMNIFY US, EXCEPT TO THE EXTENT THAT SUCH FAILURE MATERIALLY PREJUDICES YOUR ABILITY TO DEFEND AGAINST THE CLAIM.

Notwithstanding the foregoing, if you are a consumer in the European Economic Area, the United Kingdom, or Switzerland, this Section 26 shall apply only to the extent permitted by the mandatory consumer protection laws of your country of residence. Nothing in this Section requires you to indemnify us to the extent prohibited by applicable mandatory law. For the avoidance of doubt, the limitations in this paragraph apply only to individuals acting in their capacity as consumers, and do not limit or qualify the obligations of a Customer under Section 1A.

27. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data, to the extent permitted by applicable law. Nothing in this Section limits your non-waivable statutory rights, including under applicable data protection law.

28. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

As part of operating the Services, we may send you service-related communications, such as account notifications, security alerts, changes to our terms and policies, and other administrative messages. These communications are a necessary part of the Services and are not considered marketing.

We may also send you marketing and promotional communications — such as newsletters, learning tips, and special offers — related to the Services and similar products. We inform you of this at sign-up. Where required by applicable law, we rely on the permission you give us at sign-up, on the applicable rules for marketing to existing customers, or on our legitimate interest in promoting our Services to our users. We will always provide you with a clear and easy way to opt out, including an unsubscribe link in every marketing email, and opting out at any time will not affect your use of the Services. You can unsubscribe from marketing communications at any time by clicking the unsubscribe link included in each email or by contacting us at privacy@talkpal.ai. Opting out of marketing communications does not affect service-related messages necessary for the administration of your account.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

29. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

30. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed

severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

31. CONTENT AND INTERACTION DISCLAIMER

TalkPal, Inc. provides a platform where users can engage in various interactive activities including, but not limited to, conversations, roleplays, debates, chats, diverse modes, and more, featuring artificial intelligence (AI) or AI characters. AI characters available on the platform may share names or general characteristics with well-known public figures, historical figures, or fictional characters. These AI characters are entirely fictional constructs and do not represent, reflect, or replicate the actual views, statements, personality, or conduct of any real individual. Talkpal makes no claim of affiliation with, endorsement by, or authorization from any person whose name or likeness may be referenced. Users should not rely on AI-generated content as an accurate representation of any real person. Talkpal is not responsible for any form of misinterpretation, misunderstanding or confusion caused by these resemblances. Users must acknowledge that the AI-generated content may occasionally be inaccurate, incomplete, offensive, or otherwise objectionable. Talkpal makes no guarantees regarding the quality, reliability, or appropriateness of AI-generated interactions. Talkpal is designed solely for the purposes of language learning, education, and personal development. Any information provided by users or generated by the AI should not be considered professional advice or factual representations of any kind. Users should not rely on interactions with the AI as a basis for any decision-making. Any user that chooses to make decisions based on the information provided during their interaction with AI does so at their own risk.

The limitations of liability and disclaimers set forth in Sections 24 and 25 of these Legal Terms apply in full to all AI-generated content and interactions described in this Section 31. For the avoidance of doubt, our total aggregate liability for claims arising from AI-generated content is subject to the same cap described in Section 25. By using Talkpal, all users agree to indemnify and hold Talkpal, its directors, officers, employees, and affiliates harmless against any claims, losses, liabilities, costs, damages or expenses (including attorneys' fees) arising out of or in connection with their misuse of the service, their use of the service in violation of these Legal Terms or applicable law, or any decision made or action taken by them in reliance upon AI-generated content. Users acknowledge that they are using Talkpal at their own risk. In no event shall Talkpal or its affiliates be liable for damages or losses resulting from the use or misuse of our service, our software, any information obtained through our software, or any other cause beyond the reasonable control of Talkpal. This includes damages arising from AI-generated content that may be offensive, incorrect, or in violation of local, state, or international laws. Users are solely responsible for ensuring that their use of the platform complies with applicable

laws and regulations in their jurisdiction. Notwithstanding the foregoing, if you are a consumer in the European Economic Area, the United Kingdom, or Switzerland, the indemnification and liability provisions in this Section 31 shall apply only to the extent permitted by the mandatory consumer protection laws of your country of residence. Nothing in this Section requires you to indemnify us to the extent prohibited by applicable mandatory law.

31A. AI SYSTEM TRANSPARENCY (EU AI ACT)

The Services incorporate artificial intelligence systems. You are interacting with an AI system and not with a human being. Text, audio, and other content produced by the Services is generated by AI, including synthetic speech that may resemble a human voice. Talkpal does not represent AI-generated voices as those of any identifiable real person.

31B. AI CONVERSATION FEATURES; NO HEALTH OR CRISIS SERVICE

The Services use artificial intelligence to generate conversational responses, including synthetic voice. All conversation partners, characters, and personas in the Services are AI-generated; you are never communicating with a human, and no human reviews conversations in real time. AI-generated output is produced by statistical models and may be inaccurate, incomplete, offensive, or otherwise unexpected, and does not reflect the views of Talkpal. You should not rely on AI output as factual or as professional, medical, legal, or financial advice. The Services are an educational language-learning product. They are not a medical, mental-health, counselling, therapeutic, companionship, or crisis service, are not designed to detect every expression of distress, and must not be relied upon in an emergency. If you are experiencing a crisis, contact your local emergency number or the resources listed at talkpal.ai/safety. Our safety practices and crisis-response protocol are described at talkpal.ai/safety, which is incorporated into these Legal Terms by reference. You acknowledge these characteristics of AI-generated content and agree that your use of the AI features is at your own discretion.

32. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

TalkPal, Inc.
2810 N Church St,
PMB 54222,
Wilmington, DE 19802-4447,
United States
Customer support, cancellations, and withdrawal notices: support@talkpal.ai
Phone: +372 6361050
Privacy and data-subject requests: privacy@talkpal.ai

33. CONTROLLING LANGUAGE

The authoritative and legally binding version of these Legal Terms is the English-language version published by Talkpal at https://talkpal.ai/terms-and-conditions (or any successor URL Talkpal designates) and as made available within the Services, the Site, the App, and the B2B Platform (the "English Version"). Talkpal publishes translations of these Legal Terms in other languages for your convenience. A translation is the same agreement expressed in another language and is not a separate agreement. In the event of any conflict, ambiguity, or inconsistency between a translation and the English Version, the English Version governs and is the authoritative text for purposes of interpretation, construction, and enforcement. This Section applies equally to any other contractual policy or document incorporated by reference into these Legal Terms, each of which has an authoritative English-language version published by Talkpal. Translations of the Privacy Policy and the Cookie Notice are intended to be accurate and complete, and you may rely on the translation in the language of the version of the Services you use; the English-language version serves as the reference text where a translation is unclear. If you are a consumer, the following applies notwithstanding the preceding paragraphs. Where Talkpal has made these Legal Terms available to you in the language of the version of the Services you use, you may rely on that translation, and it forms part of your agreement with Talkpal. The English Version serves as the reference text for interpretation only to the extent permitted by the mandatory consumer protection law of your country of residence. Nothing in this Section limits your rights under that law, including any rule that ambiguities are interpreted in your favour, or any requirement that contracts or consumer-facing terms be provided in a specific language (including under the French Loi Toubon, Quebec's Charter of the French Language, and Belgian linguistic legislation).

ANNEX — WITHDRAWAL FORM (EEA/UK CONSUMERS)

You do not have to use this form. Any clear statement that you want to withdraw is enough. To exercise your right of withdrawal — or, if you are a consumer in Germany, the Netherlands, Belgium, or Denmark, your statutory termination right described in Section 7 — simply email support@talkpal.ai from your account email address, and we will process your withdrawal or termination and any refund due as described in Section 7. If you simply want to stop future renewals, the easiest way is through your account settings; this cancels your subscription at the end of the current paid term and is not an exercise of your right of withdrawal. If you prefer to use a form, you can complete and send the one below.

To: TalkPal, Inc., 2810 N Church St, PMB 54222, Wilmington, DE 19802-4447, United States ·Phone: +372 6361050 ·support@talkpal.ai

I hereby give notice that I withdraw from my contract for the following service:
— Service: Talkpal subscription (plan: _____)
— Ordered on: _____
— Name: _____

— Address: _____
— Talkpal account email: _____
— Date: _____
— Renewal date (only if withdrawing in connection with a renewal): _____

We will confirm receipt of your withdrawal without delay (by email) and process any refund due within 14 days.

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LEARN ANYWHERE ANYTIME

Talkpal is an AI-powered language tutor available on web and mobile platforms. Accelerate your language fluency, chat about interesting topics by writing or speaking, and receive realistic voice messages wherever and whenever you want.



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GET IN TOUCH WITH US

We are always here if you have any questions or require assistance. Contact our customer support anytime at support@talkpal.ai



Languages

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Learn Italian
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Learn Chinese
Learn Hindi
Learn Japanese
Learn Korean
Learn Portuguese
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Learning

Grammar
Courses
Roleplays
Characters
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Improve Speaking
Improve Reading
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English