Talenpal Terms of Use

Effective Date: January 1, 2025

Version: 1.0

Service Provider: Talenpal HK Limited

## 1. General Provisions

### 1.1 Scope of Terms

These Terms of Use ("Terms") apply to the Talenpal children's storytelling mobile application ("App," "Service") provided by Talenpal HK Limited ("Talenpal," "we," "Company"). This App is specifically designed for children aged under 13 and provides interactive storytelling experiences and educational content.

### 1.2 Acceptance of Terms

By downloading, installing, registering, or using this App, you (as a parent or guardian) represent that you and your child agree to be bound by these Terms. If you do not agree to any part of these Terms, please do not use this Service.

### 1.3 Special Statement for Child Users

\*\*Important Notice:\*\* This App is specifically designed for children aged under 13. In accordance with the Children's Online Privacy Protection Act (COPPA) and related laws and regulations, we treat all users as children under 13 and implement the highest standards of child protection measures.

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## 2. Service Description

### 2.1 Core Functions

Talenpal provides the following core services:

* Interactive story content experiences
* Safe voice interaction features
* Parental monitoring and management functions

### 2.2 Service Availability

* Services are provided through iOS and Android mobile devices
* Requires a stable internet connection
* Certain functions may be temporarily unavailable due to technical maintenance
* We do not guarantee 100% service availability

### 2.3 Service Updates

We reserve the right to modify, upgrade, or discontinue any part of the Service at any time, but will provide 30 days' notice to parents of significant changes.

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## 3. Special Protection Provisions for Child Users

### 3.1 Parental Consent Requirements

* \*\*Verifiable Parental Consent Must Be Obtained\*\*: Before collecting any child's personal information, we will obtain verifiable parental consent through one of the following methods:
* Credit card verification (small transaction)
* Government ID verification
* Digital signature confirmation
* Phone or video call verification

### 3.2 Child Personal Information Protection

We follow the principle of data minimization:

* \*\*Collect Only Necessary Information\*\*: We only collect the minimum information necessary to provide core services
* \*\*Do Not Collect Sensitive Information\*\*: We do not collect children's real names, addresses, phone numbers, or school information
* \*\*Secure Storage\*\*: All children's data is stored with end-to-end encryption
* \*\*Limited Access\*\*: Only authorized employees who have undergone background checks can access children's data

### 3.3 Parental Rights

Parents enjoy the following rights:

* \*\*Right to Access\*\*: View information we have collected about your child at any time
* \*\*Right to Delete\*\*: Request deletion of all personal information about your child
* \*\*Right to Refuse\*\*: Refuse further collection or use of your child's information
* \*\*Right to Control\*\*: Manage your child's app usage through the parental control panel

### 3.4 Safe Content Assurance

* All story content is reviewed by professional child psychologists
* AI-powered intelligent content filtering system is employed
* Does not contain violent, terrifying, or inappropriate content for children
* Provides multilingual safe content options

### 3.5 Prevention of Cyberbullying and Harassment

* Strictly prohibits any form of bullying, harassment, or inappropriate behavior
* Implements real-time content monitoring systems
* Provides instant reporting mechanisms
* Adopts zero-tolerance policy for violations

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## 4. User Responsibilities and Obligations

### 4.1 Parental Supervision Responsibilities

As a parent or guardian, you are responsible for:

* Supervising your child's use of the app
* Ensuring your child complies with these Terms
* Protecting account security information
* Updating contact information promptly
* Regularly checking privacy settings

### 4.2 Prohibited Actions

Users must not:

* Attempt to access other users' accounts or personal information
* Upload or share inappropriate content
* Interfere with or disrupt the normal operation of the Service
* Use automated tools or bot programs
* Engage in any behavior that may endanger child safety

### 4.3 Account Security

* Parents must properly safeguard account credentials
* Must not share account information with others
* Should immediately notify us of any unusual activity
* Bear responsibility for all activities under the account

### 4.4 Content Responsibility

* Any content generated by users must be suitable for children
* Must not upload content containing personally identifiable information
* We reserve the right to review and delete inappropriate content

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## 5. Privacy and Data Protection

### 5.1 Privacy Policy Integration

These Terms, together with our Privacy Policy, constitute a complete data protection framework. Please carefully read our Privacy Policy to understand detailed data processing practices.

### 5.2 COPPA Compliance Commitment

We strictly comply with the Children's Online Privacy Protection Act (COPPA):

* Collect children's information only after obtaining parental consent
* Collect only the minimum information necessary for the Service
* Do not disclose children's personal information to third parties (except as required by law)
* Provide parents with tools to control their children's information

### 5.3 Data Security Measures

* Use industry-standard encryption technology
* Conduct regular security audits and vulnerability assessments
* Employees receive data protection training
* Implement strict data access controls

### 5.4 Third-Party Services

* We only partner with COPPA-compliant third-party service providers
* Third-party services are used only to support internal operations
* Third parties are not allowed to use for behavioral advertising or marketing
* Regularly audit third-party compliance status

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## 6. Intellectual Property

### 6.1 Service Content Ownership

All content in the Talenpal app, including but not limited to stories, images, audio, video, text, and software, is the proprietary property of Talenpal or its licensors.

### 6.2 License to Use

We grant you a limited, non-exclusive, non-transferable license for personal, non-commercial use of this App only.

### 6.3 User-Generated Content

* You retain ownership of content you create
* By uploading content, you grant us a license to use that content to improve the Service
* We do not claim ownership of user content

### 6.4 Trademark Protection

"Talenpal" and related logos are registered trademarks of Talenpal and may not be used without permission.

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## 7. Disclaimers

### 7.1 Basis of Service Provision

The Service is provided "as is" and "as available." We do not guarantee that the Service will:

* Be completely error-free or uninterrupted
* Meet your specific needs
* Be compatible with all devices and operating systems

### 7.2 Content Disclaimers

* We strive to ensure content accuracy and appropriateness but provide no absolute guarantee
* Educational content is for reference only and does not replace professional educational advice
* We are not responsible for learning outcomes resulting from use of the Service

### 7.3 Technical Limitations

* Service performance may be affected by factors such as network connection and device performance
* We are not responsible for data loss or service interruption due to technical failures

### 7.4 Third-Party Content

We assume no responsibility for third-party content or links that may be included in the app.

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## 8. Limitation of Liability

### 8.1 Damage Compensation Limitations

To the maximum extent permitted by law, Talenpal shall not be liable for the following damages:

* Indirect, incidental, special, or consequential damages
* Loss of profits, business interruption, or data loss
* Any losses arising from use or inability to use the Service

### 8.2 Liability Cap

Our total liability shall not exceed the fees you paid for the Service in the past 12 months, or $100 (whichever is higher).

### 8.3 Special Provisions for Child Safety

Notwithstanding the above limitations, we will assume appropriate legal responsibility for child safety issues caused by our negligence.

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## 9. Service Changes and Termination

### 9.1 Service Modifications

We reserve the right to modify or discontinue the Service at any time, but will:

* Provide 30 days' notice of significant changes
* Provide additional protection for changes affecting child users
* Provide data export options when technically feasible

### 9.2 Account Termination Conditions

We may terminate accounts under the following circumstances:

* Serious violation of these Terms
* Engaging in behavior that endangers child safety
* Long-term inactivity (90 days' advance notice)
* Legal and regulatory requirements

### 9.3 Consequences of Termination

After account termination:

* Immediate cessation of Service access
* Data deletion or retention according to Privacy Policy
* Parents may request data copies (within 30 days)

### 9.4 User-Initiated Termination

Users may terminate the Service at any time by:

* Deleting the application
* Contacting customer service to request account deletion
* We will process deletion requests within 30 days

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## 10. Dispute Resolution

### 10.1 Governing Law

These Terms are governed by Delaware law, but provisions relating to child protection shall prioritize stricter legal standards.

### 10.2 Special Procedures for Child Users

For disputes involving child users:

* Must be conducted through parents or legal guardians
* Provide additional mediation period (60 days)
* Consider the best interests of the child principle
* Prioritize negotiated resolution

### 10.3 Arbitration Procedures

Disputes that cannot be resolved through negotiation will be submitted to:

* \*\*Arbitration Institution\*\*: American Arbitration Association (AAA)
* \*\*Arbitration Location\*\*: Wilmington, Delaware
* \*\*Arbitration Language\*\*: English (Chinese translation provided)
* \*\*Arbitrator\*\*: Professional arbitrator with experience in child rights protection

### 10.4 Class Action Waiver

You agree to bring disputes only in an individual capacity and not participate in class actions. However, serious issues involving child safety are excepted.

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## 11. General Terms

### 11.1 Terms Amendment

* We may revise these Terms from time to time
* Significant revisions will be notified 30 days in advance
* Revisions involving child protection will seek parental input
* Continued use of the Service constitutes acceptance of revisions

### 11.2 Severability

If any part of these Terms is deemed invalid, the remaining parts shall remain valid.

### 11.3 Entire Agreement

These Terms together with the Privacy Policy constitute the entire agreement between you and Talenpal.

### 11.4 No Waiver

Our failure to exercise a right does not constitute a waiver of that right.

### 11.5 Assignment Restrictions

You may not assign rights or obligations under these Terms. We may assign rights to affiliated companies.

### 11.6 Notice Methods

All formal notices will be sent through the following methods:

* In-app notifications
* Registered email
* Postal address (if available)

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## 12. Contact Information

### 12.1 Customer Service

For any questions or concerns, please contact us:

**Talenpal HK Limited**

* \*\*Email\*\*: support@talenpal.com
* \*\*Business Hours\*\*: Monday to Friday 9:00-18:00 (Hong Kong Time)
* \*\*Emergency Contact\*\*: emergency@talenpal.com (child safety related)

### 12.2 Parent Hotline

Support channels specifically established for parents:

* \*\*Parent Email\*\*: parents@talenpal.com
* \*\*24-Hour Support\*\*: For emergency situations involving child safety

### 12.3 Legal Consultation

Contact information for legal matters:

* \*\*Legal Email\*\*: legal@talenpal.com
* \*\*COPPA Compliance Officer\*\*: privacy@talenpal.com

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## 13. Effective Date and Amendment Records

### 13.1 Effective Date

These Terms become effective on January 1, 2025.

### 13.2 Amendment History

* \*\*Version 1.0\*\* (January 1, 2025): Initial version released

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\*\*Last Updated:\*\* January 1, 2025

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\*These Terms are specifically designed to protect children aged under 13 users and strictly comply with COPPA and related child protection laws and regulations. We are committed to providing the safest and most appropriate digital experience environment for children.\*