

## **Terms of Service**

Last Updated: August 24, 2017

Talk Travel App ("Talk Travel," "we," "us," "our") provides its services (described below) to you through its website located at [talktravelapp.com](http://talktravelapp.com) (the "Site") and its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than seven (7) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Service. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Service and to review such changes.

In addition, when using certain services, you shall be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the [Privacy Policy](#). All such terms are hereby incorporated by reference into these Terms of Service.

## **ACCESS AND USE OF THE SERVICE**

### **Services Description:**

Talk Travel is a voice application which connects two people and enables them to talk over the internet and discuss their travel related queries. By downloading or using Talk Travel App, or other services offered by Talk Travel App and its parent company (all of which we refer to simply as the "Services."), you agree to the following Terms and Conditions and our Privacy Policy.

1. You must be at least 18 years old.
2. We cannot be held responsible if the call fails due to technical problems, such as reception issues, or device failure.
3. We track the quality of Talk Travel service. We urge you to:
  - a. Be polite to other users.
  - b. Don't be intrusive and misbehave with other users;
  - c. Don't use Talk Travel to promote products and services;
  - d. Don't try to record your conversations.
4. We moderate the usage of our app carefully to enable healthy conversations. We can block you from using the Talk Travel App if you are rude and/or inappropriate during the

call. Similarly if a user on a call is rude and/or inappropriate, you can complain and they will be blocked.

5. The Services may contain advertisements. In consideration for Talk Travel App letting you access and use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. Because the Services contain content that you and other users provide us, advertising may sometimes appear near your content.

**Member Account, Password and Security:** You are responsible for any activity that occurs in your Wakie account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

6. By using the Services, you agree that, in addition to exercising common sense:
  - a. You will not create more than one account for yourself.
  - b. You will not create another account if we have already disabled your account, unless you have our written permission to do so.
  - c. You will not buy, sell, rent, or lease access to your Talk Travel account, a Talk Travel username, or a friend link without our written permission.
  - d. You will not share your password.
  - e. You will not log in or attempt to access the Services through unauthorized third-party applications or clients.
  - f. You will ensure that you exit from your account at the end of each session when accessing the Service and/or lock and password protect the device used to access the Service
  - g. If you think that someone has gained access to your account, please immediately reach out to [support@talktravelapp.com](mailto:support@talktravelapp.com).
  - h. Your information is securely stored on our servers and not disclosed to other users. We strongly recommend you to not publish, disclose or convey your private and public information (for eg., phone numbers, email addresses, social media accounts, home addresses etc) to others while using the Talk Travel App and on our social network pages. The information can be stolen and used for spam. We are not responsible for the misuse of information of any kind.
  - i. Talk Travel will not be liable for any loss or damage arising from misuse of your account or your failure to comply with this Section.

**Modifications to Service:** Talk Travel reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Talk Travel shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. You agree that:

7. We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities, and we may also

suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

8. Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.
9. You are not allowed to copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.
10. You allow the Talk Travel App to access hardware components on your device and grant and enable permissions as required by the app to offer its services.
11. We may record your conversations for safety and quality reasons, in particular to learn how you use the app and make your usage experience better.

**General Practices Regarding Use and Storage:** You acknowledge that Talk Travel may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other Content will be retained by the Service and the maximum storage space that will be allotted on Talk Travel's servers on your behalf. You agree that Talk Travel has no responsibility or liability for the deletion or failure to store any data or other Content maintained or transmitted by the Service. You acknowledge that Talk Travel reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Talk Travel reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

12. By using the Talk Travel App and the services offered by the app, you state that:
  - a. You form a binding contract with Talk Travel App
  - b. You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations
  - c. You are not barred from receiving the Services under the laws of any country in the world and applicable jurisdiction
  - d. If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.
  - e. Your feedback and suggestions can be used by us without providing any compensation and/or reward.
13. You are not granted any right(s) to:
  - a. use branding, logos, designs, photographs, videos, or any other materials used in our Services.
  - b. copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth explicitly in these Terms and Conditions.

- c. use the Services, any tools provided by the Services, or any content on the Services for any commercial purposes without our consent.
  - d. You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help anyone else in doing so.
14. We try hard to keep our Services a safe place for all users. Though we make all the efforts to maintain Talk Travel App a safe and healthy application, but we can't guarantee it. That's where you come in. By using the Services, you agree that:
- a. You will not use the Services for any purpose that is illegal or prohibited in these Terms.
  - b. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
  - c. You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
  - d. You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
  - e. You will not use or attempt to use another user's account, username, or password without their permission.
  - f. You will not solicit login credentials from another user.
  - g. You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.
  - h. You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
  - i. You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.
  - j. You will not probe, scan, or test the vulnerability of our Services or any system or network. You will not encourage or promote any activity that violates these Terms.
  - k. Do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use our Services and drive. And never put yourself or others in harm's way just to talk on Talk Travel App.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to browse the Service and the Site from a mobile device and (ii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Including any expense related to mobile handset, hardware, internet and mobile data usage, you agree that:

15. You are responsible for any mobile charges that you may incur for using our Services, including calls, text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.
16. Talk Travel App is not liable for any expenses incurred to you due to the use of Talk Travel App.

## **CONDITIONS OF USE**

**User Conduct:** You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, voice, messages or other materials ("Content") that you upload, post, publish or display (hereinafter, "Post") or email or otherwise transmit or use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Talk Travel. Talk Travel reserves the right to investigate and take appropriate legal action against anyone who, in Talk Travel's sole discretion, violates this provision, including without limitation, removing the offending Content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

17. You agree to not use the Service to Post, email or otherwise transmit any Content that:
  - a. is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, sexual, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable;
  - b. you do not have a right to transmit under any law or under contractual or fiduciary relationships;
  - c. infringes any intellectual property or other proprietary rights of any party;
  - d. constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
  - e. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - f. in the sole judgment of Talk Travel, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Talk Travel or its users to any harm or liability of any type;
  - g. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - h. solicit personal information from anyone under the age of 18;
  - i. harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
  - j. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

- k. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- l. or violate any applicable local, state, national or international law, or any regulations having the force of law;
- m. further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- n. or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**Fees:** You acknowledge that Talk Travel reserves the right to charge for any portion of the Service and to change its fees (if any) from time to time in its discretion. You agree to pay all fees when due in accordance with the terms set forth on the Site.

**Payment through the Service:** Talk Travel offers or may offer in the future certain enhanced features of the Services which you can purchase in a variety of terms (“Subscription”). A description of features associated with Subscriptions, if being offered, is available via the Services. The amounts due and payable by you for a Subscription that you purchase through the Services will be presented to you before you place your order. If you choose to purchase a Subscription via the Services, you agree (a) to pay the applicable fees and any taxes; (b) that Talk Travel may charge your credit card for verification, pre-authorization and payment purposes if you purchase via the site, or if you purchase via the App, charge your account with the app store or distribution platform (like the Apple App Store or Google Play) where the App is made available (each, an “App Provider”); and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You’ll receive a confirmation email after we confirm the payment for your order. Your order is not binding on Talk Travel until accepted and confirmed by Talk Travel. All payments made are non-refundable and non-transferable except as expressly provided in these Terms.

If you have any concerns or objections regarding charges, you agree to raise them with us first and you agree not to cancel or reject any credit card or App Provider charges unless you have made a reasonable attempt at resolving the matter directly with Talk Travel.

Talk Travel reserves the right to not process or to cancel your order in certain circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances Talk Travel deems appropriate in its sole discretion. Talk Travel also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your order. Talk Travel will either not charge you or refund the charges for orders that we do not process or cancel.

**Special Notice for International Use; Export Controls:** Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable Content.

**Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use and may not be used for direct commercial endeavors.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Talk Travel, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of Talk Travel, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Talk Travel.

The Talk Travel name and logos are trademarks and service marks of Talk Travel (collectively the "Talk Travel Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Talk Travel. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Talk Travel Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Talk Travel Trademarks will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will Talk Travel be liable in any way for any Content posted by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of

the use of any Content posted, emailed or otherwise transmitted via the Service. You acknowledge that Talk Travel does not pre-screen Content, but that Talk Travel and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Talk Travel and its designees shall have the right to remove any Content that violates these Terms of Service or is deemed by Talk Travel, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

**User Content Posted on or through the Service:** You are solely responsible for the Content and other materials you Post on or through the Service or the Site or transmit to or share with other users or recipients (collectively, "User Content"). You will not Post any Content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein. By Posting any User Content you hereby grant and will grant Talk Travel and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Talk Travel are non-confidential and Talk Travel shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Talk Travel may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Talk Travel, its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Talk Travel has no control over such sites and resources and Talk Travel is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Talk Travel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or



reliance on any Content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Talk Travel is not liable for any loss or claim that you may have against any such third party.

### **Third Party Services**

You may enable various online and third party services (including Services we jointly offer with the online and third party) to be directly integrated into your Talk Travel experience. By directly integrating these services into the Service, we make your online experiences richer and more personalized. To take advantage of these features, we may ask you to register for or log into such services on the websites of their respective providers. By enabling third party services within the Talk Travel Service, you are allowing us to pass your log-in information to these service providers for this purpose. For more information about the implications of activating these third party services and Talk Travel's use, storage and disclosure of information related to you and your use of such services within Talk Travel (including your friend lists and the like), please see our [Privacy Policy](#). However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and Talk Travel shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within your Talk Travel Service.

In addition, Talk Travel is not responsible for the accuracy, availability or reliability of any information, Content, goods, data, opinions, advice or statements made available in connection with third party services. As such, Talk Travel is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party service. Talk Travel enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

### **Indemnity and Release**

You agree to release, indemnify and hold Talk Travel and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **Disclaimer of Warrants**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TALK TRAVEL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TALK TRAVEL MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Disclaimer of Warrants**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TALK TRAVEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TALK TRAVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL TALK TRAVEL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TALK TRAVEL IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

## **Termination**

You agree that Talk Travel, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Talk Travel believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Talk Travel may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Talk Travel may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Talk Travel shall not be liable to you or any third-party for any termination of your access to the Service.

## **User Disputes**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Talk Travel will have no liability or responsibility with respect thereto. Talk Travel reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## **General**

These Terms of Service constitute the entire agreement between you and Talk Travel and govern your use of the Service, superseding any prior agreements between you and Talk Travel with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service shall be governed by the laws of the State of California without regard to its conflict of law provisions. The failure of Talk Travel to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to

the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Talk Travel, but Talk Travel may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

### **Your Privacy**

At Talk Travel, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.