

Talken — Disclaimer

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This Disclaimer governs your use of **Talken** (the “Services”), including the Talken application, website, and any whitelist/early-access flows (e.g., Discord bot).

1) Testnet notice

Talken may operate on **test networks** and/or evolving infrastructure. Functionality can be **experimental**, interrupted, or changed without notice. **Bugs, outages, data inconsistencies, and breaking changes may occur.** Test tokens have **no monetary value**.

2) No custody; your keys, your responsibility

Talken is **non-custodial**. You control your data, wallets, private keys, seed phrases, and device security. **We cannot recover keys, your chat messages** or reverse blockchain transactions.

You bear all risks related to the security of your wallets and connected accounts.

3) End-to-end encryption & on-chain data

Message contents are encrypted client-side. Encrypted payloads may be **stored on-chain** and become **immutable and publicly visible in encrypted form** (with associated public metadata such as addresses, timestamps, and transaction hashes).

We cannot decrypt messages and **cannot remove on-chain data** once written.

4) No warranties; “as is”

The Services are provided “**AS IS**” and “**AS AVAILABLE**”, without warranties of any kind, whether express or implied, including but not limited to **merchantability, fitness for a particular purpose, non-infringement, availability, accuracy**, or that the Services will be error-free or secure.

5) No financial, investment, or legal advice

Nothing in the Services constitutes **financial, investment, legal, or tax advice**. Digital assets are volatile and risky. **Do your own research** and consult independent professionals.

6) Third-party dependencies

The Services may interact with **public blockchains (e.g., Quai Network), wallets (e.g., Pelagus, Metamask), indexers, RPCs, Discord, hosting providers**, and other third-party tools. We **do not control** third parties and are **not responsible** for outages, security incidents, data handling, or changes in their terms/policies.

7) Assumption of risk

You acknowledge that using cryptographic software, wallets, public blockchains, and experimental/testnet software involves **significant risks**, including potential **loss of funds, loss of data, smart-contract vulnerabilities, network instability, phishing/social engineering**, and **regulatory changes**.

8) Limitation of liability

To the maximum extent permitted by law, **Talken and its contributors** shall **not** be liable for any **indirect, incidental, special, consequential, or punitive damages**, lost profits, data loss, security breaches, service interruptions, or other losses arising out of or related to your use (or inability to use) the Services, whether based in contract, tort, or otherwise — even if advised of the possibility of such damages.

In no event shall our aggregate liability exceed the greater of **(a) USD \$0**.

9) Indemnification

You agree to **defend, indemnify, and hold harmless** Talken and its contributors from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your use of the Services, violation of these terms, or infringement of any third-party rights.

10) Compliance & acceptable use

You are solely responsible for complying with **applicable laws and regulations** in your jurisdiction and for using the Services in a lawful manner. Do not use the Services to transmit illegal content or to violate others' rights.

11) Changes

We may modify this Disclaimer at any time. Updates will be posted with a new effective date. Continued use indicates acceptance.

12) Contact

Talken — Legal/Support

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