

Terms of Service

Last Updated: May 26, 2017

1. By using TellToo, you understand and agree that you are bound by these terms of service.
2. You agree to use TellToo lawfully and to not use TellToo to violate the rights of others.
3. You agree that TellToo is not responsible for any decisions you may make inspired by a story you've heard on TellToo.
4. TellToo allows you to tip storytellers in the form of watching advertisements or donating money in exchange for the ability to collect individual stories. TellToo does not guarantee that these collected stories may remain available to you.
5. TellToo is provided "as is," and without warranty. We do not guarantee that TellToo will always operate properly. You are solely responsible for any damage to your mobile device, loss of use, or loss of TellToo account or stories.

6. TellToo is not indemnible for any claims, damages, costs, losses, expenses or attorney's fees arising out of your use of TellToo, your violation of TellToo's terms of service, or your violation of the rights of others.

7. TellToo will not be liable for any special, consequential, indirect, incidental, punitive, reliance, or exemplary damages, whether in tort, contract, or any other legal theory, arising out of or in any way connected with this agreement or your use of or attempt to use TellToo, including (but not limited to) damages for loss of profits, goodwill, use, or data. This limitation on liability shall not be affected even if we have been advised of the possibility of such damages. Some states do not allow for the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to you. You may have other rights that vary from state to state.

8. Any claim or dispute between you and TellToo arising out of or relating to this terms of service, in whole or in part, shall be governed by the laws of the State of Washington without respect to its conflict of laws provisions. We agree and you agree to submit to the personal jurisdiction and venue of the state and federal court located in King County, Washington.

9. If any provision of this user agreement is held invalid or unenforceable, that provision will be modified to the extent necessary to render it

enforceable without losing its intent. If no such modification is possible, that provision will be severed from the rest of this agreement.

10. TellToo reserves the right to modify these terms of service at any time. By continuing to use TellToo after the implementation of any changes, you agree to such changes.

11. Your Account

11.1. You must be in possession of an account with a username, a password, and an associated email address in order to participate in the TellToo community.

11.2. You are solely responsible for all information associated with your account and anything that may happen to your account.

11.3. TellToo reserves the right to:

- A.** Terminate your account at any time and for any reason, with or without your notification or consent.
- B.** Suspend your account at any time for any reason, with or without your notification or consent.
- C.** Remove content of your creation at any time for any reason, with or without your notification or consent.

12. Your Stories

12.1. Stories are the sole unit of user-generated communication on TellToo, and consist of audio combined with images.

12.2. When submitting a story, you agree that your story does not violate any state or federal laws and does not infringe upon the intellectual property rights of any party.

12.3. TellToo does not accept liability for any story you create. You are solely legally responsible for your stories on TellToo.

13. TellToo Rules

13.1. The following content is prohibited, and you agree to accept the repercussions (legal or otherwise) for posting such content:

- A.** Spam.
- B.** Content that is illegal.
- C.** Content that encourages or incites violence.
- D.** Content that harasses, bullies, or encourages others to do so.
- E.** Content that includes personally identifying information, confidential information, or private information of other users.
- F.** Content that includes involuntary pornography.
- G.** Content that impersonates others.

13.2. You agree to not interrupt the proper operation of TellToo. Rather than impair our service or compromise the privacy of our users, please submit any security vulnerabilities you find to the development team.

13.3. Upon the termination of your account, you are no longer welcome to participate in the TellToo community. The creation of another account is ban evasion, and will result in the termination of this newly created account as well.

13.4. TellToo enforces these rules via the following methods:

- A.** Issuing a warning to you via notification.
- B.** Issuing a warning to you via notification and email.
- C.** Adding restrictions or subtracting privileges from your account.
- D.** Removal of stories or content.
- E.** Temporary suspension of your account.
- F.** Termination of your account.
- G.** Contacting the proper legal authorities.

14. Cessation of Service

14.1. In the event of TellToo's cessation of service, all data used by the server-side of the operation, with the exception of the source code and proprietary assets, will be deleted. This includes user accounts (as well as

all data associated with user accounts) and stories (as well as all data associated with stories).