Talli Terms of Service

Last updated: May 1st, 2023

Talli is a shared ledger for friends, colleagues and family to keep track of expenses. Bills, IOUs, debts and payments recorded on Talli are informal records, and not legally binding contracts of some kind. We offer the Talli service "as-is" without a warranty. Talli® is a work-in-progress, so some features of our website and apps may not work exactly as planned. We may stop offering or restrict certain services or features at any time. Please be patient with us and we'll always do our best to support you.

Terms Of Use

- Who can use Talli: You may use our services only if you agree to these Terms of Service and to the processing of your information as described in our <u>Privacy Policy</u>. You may not use Talli if you are barred from receiving services under the laws of the applicable jurisdiction, if we previously banned your account for violation of these terms, or if you are under the age of 13.
- Description: Talli® (the Service) is a service designed to help you track informal
 debts, expenses, and bills, by allowing users to enter notes about who they owe, who
 owes them and why. The Service keeps track of the sharing math, provides informal
 sharing advice, and stores this data for later use. You agree that this service is
 provided AS-IS and on an AS AVAILABLE basis.
- Informal debts: The website allows users who share a group or are friends on the service to post debts and payments as they please, using wiki-style rules with no explicit permissions. These are calculated into a determination of debts by the Service. You agree that you understand these debts are not legally binding, and represent informal information sharing among roommates, friends, or family. You agree that the Service cannot guarantee the accuracy of information entered by users.
- Conditions of use: You agree that you will use the Service for its intended purpose, and in compliance with all applicable laws and regulations: local, state, and national, and international, as applicable. You agree not to use the service in a fraudulent, disruptive, aggressive, manipulative, for money laundering, or any other inappropriate matter. Talli reserves the right, but has no obligation, to investigate your use of the service for compliance with appropriate use and terminate your access to the Service, or in order to comply with law, regulation, legal process or government request.
- What you represent: You agree to represent yourself honestly, that all of the
 information you provide is true, correct, and current, to the best of your knowledge,
 and that you have the necessary rights, power, authority, and age to agree to these
 Terms and to perform the acts required of you by the agreement.
- No warranty: Talli Inc. does not represent that the Service is error-free, complete, or can be relied upon. THE SERVICE IS PROVIDED 'AS IS' AND 'AS AVAILABLE' WITH NO WARRANTY OF ANY KIND AND YOU ARE USING THE SERVICE AT YOUR OWN RISK. Talli INC DISCLAIMS ANY WARRANTY, IMPLIED OR

- OTHERWISE, REGARDING THE SERVICE, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, INCLUDING FOR Talli PRO.
- Termination and Refusal of Service: Your access to the Service may be terminated at any time, for any reason, at Talli's sole discretion. This includes the right to ban any person from the service who uses Talli to send spammy, unwanted or hostile communications to other users.
- Privacy and Security: In order to provide the services to you we collect some of your Personal Information. We describe our collection and use of personal information in our <u>Privacy Policy</u>. Please review this policy. You must agree to the processing of your data as laid out in that policy in order to use our services. You agree that Talli Inc. may disclose personal information provided to us, including content of emails, messages, and data entered into the site, if required to by law or government request such as a warrant, or as specified in the <u>Privacy Policy</u>. You must be 13 years or older to use this service. You are responsible for preventing unauthorized access to your account.
- No Liability: UNDER NO CIRCUMSTANCES WILL Talli INC BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING EMOTIONAL DISTRESS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL Talli INC. BE LIABLE TO YOU FOR ANY AMOUNT FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.
- Paid subscriptions: Some users may have access to purchasing "Talli Pro," a paid monthly or annual subscription that may include several extra features such as increased cloud storage, receipt scanning, reduced advertisements, and other additional features or services. Payments for Talli Pro are collected via credit card via the Talli.com website, or may be managed through the iTunes or Google Play Store. These subscriptions will automatically renew unless cancelled 24 hours before the end of the current billing period. The price at which Talli Pro is offered may vary due to date of subscription, country, local taxes and regulations, promotions, and Talli reserves the right to change the price and subscription benefits at its sole discretion. If you have issues with our Talli® Pro subscription or would like to request a refund, please email support@Talli.com (we reserve the right to offer or refuse refunds at our sole discretion). Talli® Pro access may be suspended for overdue payments. Talli® reserves the right to offer or refuse Pro subscriptions for any reason at our sole discretion.
- Indemnification: You agree to hold Talli Inc., its employees, agents, and
 representatives, as harmless and indemnify Talli Inc. from any third party claim
 arising from or in any way related to your use of the Service, including liability or
 expense arising from all claims, losses, damages (actual and consequential), suits,
 judgments, litigation costs, and attorney fees, of every kind and nature.
- Modifications to the Agreement: You agree that Talli Inc may modify this agreement
 at any time, effective immediately, by posting a new agreement. You agree that even
 if you have not personally visited the website with the new terms of this agreement,
 that they may have force immediately.
- Severability: If any part of this agreement is held to be invalid or unenforceable, the provision shall be deemed to be superseded by a valid enforceable provision in its

- place that closely matches the intent of the original agreement, and all other parts of the agreement shall be enforced.
- Exercise: You agree that the failure of Talli Inc. to exercise or enforce any part of this agreement and terms does not constitute a waiver of the rights of provisions of this agreement.
- Jurisdiction: You agree that this entire agreement (including <u>Privacy Policy</u>) shall be interpreted according to the laws of the State of Massachusetts.
- Entire agreement: These Terms comprise the entire agreement between you and Talli Inc. with respect to the above subject matter.