

Terms of Service

These are the Terms of Service of CBTalk. If you use our mobile app, these Terms apply so please read them carefully.

Scope

These Terms apply to users of our mobile applications, which are collectively referred to in these Terms as our “services”. You can use our services only if you can lawfully enter into and form contracts under applicable law. If you use our services, you must do so in compliance with these Terms and with applicable laws and regulations. If you do not want these Terms to apply, please do not use our services.

Changes to These Terms

We may change or modify portions of these Terms at any time, including when there are changes in our services, technology, regulation or for other reasons. If we do, we will provide notice by posting the updated Terms on our website and changing the “Last Updated” date above. Any amended Terms will become effective no earlier than 14 days after they are posted and will apply prospectively to you use of the services after the changes become effective, except that changes addressing new functions of our services or changes made for legal reasons may be effective immediately. Your continued use of our services following the effective date of these changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you will need to discontinue using our services.

Our Privacy Policy

Our Privacy Policy is located at www.privacylab.it/informativa.php?10268349860. Our Privacy Policy describes how we collect, use, and share your personal data. We are committed to protecting your personal data, and we consider this to be a vital part of our relationship with you.

Accessing and Using Our Services

Overview

CB TALK is the revolutionary mobile app that allows you to talk to other users in a “two-way” radio style simulating the use of a “CB”.

With CB TALK APP you can select all users who speak your own language without distance limits, displaying their position on the map. The application works either alone or in combination with the DUAL MIKE which guarantees excellent sound quality in total safety.

De-Identified Data

As described in our Privacy Policy

(www.privacylab.it/informativa.php?10268349860), we may share aggregated or de-identified data related to your usage of our services; however, such data will not include any information that can reasonably be used to identify you. We will not share your personal information, including your phone number, email, without your consent.

Account Registration

You must be registered with us in order to access and use our services. If you choose to register for our services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use our services, with or without registering. In addition, if you are under 14 years old, you may use our services, with or without registering, only with the approval of your parent or guardian.

Account Security

You are responsible for maintaining the confidentiality of your account, and you are fully responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this section.

Modifications to Services

We may modify or discontinue, temporarily or permanently, our services or any part of our services with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of our services.

Usage

You acknowledge that we may establish general practices and limits concerning use of our services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Mobile Application

Our services are available via a mobile device, the ability to browse the services from a mobile device and the ability to access certain features through an application downloaded and installed on a mobile device. To the extent you access our services 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. By using our mobile app, you agree that we may communicate with you by SMS, text message or other electronic means to your mobile device and that certain information about your usage of our mobile app may be communicated to us.

Prohibited Activities

You are solely responsible for all images, information, data, text, music, sound, photographs, graphics, messages or other materials that you transmit, post, publish or display or email or otherwise use via our services. The following are examples of the kind of content and/or use that is illegal or prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including without limitation, suspending or terminating your account and reporting you to the law enforcement authorities.

You agree to not use our services to:

upload or transmit any content that (a) infringes any intellectual property or other proprietary rights of any party; (b) you do not have a right to upload under any law or under contractual or fiduciary relationships; (c) constitutes unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (d) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, nude, partially nude, or sexually suggestive, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (e) in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying our services, or which may expose us or our users to any harm or liability of any type; create a username for the purpose of preventing others from using that handle, sell or buy usernames, or impersonate another person or entity in a manner that is intended to or does mislead, confuse or deceive others, or falsely state or otherwise misrepresent your affiliation with a person or entity;

interfere with or disrupt our services or servers or networks connected to our services, or disobey any requirements, procedures, policies or regulations of networks connected to our services;

violate any applicable local, state, national or international law, or any regulations having the force of law;
solicit personal information from anyone under the age of 18;
promote suicide, self-harm, self-mutilation or eating disorders. It may be acceptable to share information about self-harm if used in the context of providing support to other users;
harvest or collect email addresses or other contact information of other users from our services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized by us;
further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
post content (text, image, audio) that implicitly or explicitly associates the user with, or represents promotion of, celebration with violent extremist ideologies, groups, and tactics. We acknowledge that there is no universal definition of terrorism. For the purposes of our service, we will consider terrorist content to be material posted by, or in, support of organisations included on the Consolidated United Nations Security Council Sanctions List, in addition to country/region-specific sanctions list;
obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through our services.

In connection with your use of our services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by us from accessing our services (including by blocking your IP address or your associated phone number), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Export Controls; International Use

Downloading or using our services 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 our services, including as it concerns online conduct and acceptable content.

Commercial Use

Unless otherwise expressly authorized in these Terms or in our services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any

commercial purposes, any portion of our services, use of our services, or access to our services.

Intellectual Property Rights

Services Content, Software and Trademarks

You acknowledge and agree that our services may contain content or features ("**Services Content**") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on our services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below under "User Content Transmitted Through the Services") that you legally upload to our services. Any use of our services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software underlying our services or distributed in connection therewith are the property of us, 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 us.

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

User Content Transmitted Through the Services

With respect to the content or other materials you share with other users or recipients (collectively, "**User Content**"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant us and our affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content solely in connection with the operation of our

services in any form, medium or technology now known or later developed, including allowing such information to be shared with or by other users. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about our services, submitted by you to us are non-confidential, and we will 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 we 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: comply with legal process, applicable laws or government requests; enforce these Terms; respond to claims that any content violates the rights of third parties; or protect the rights, property, or personal safety of us, our users and the public. You understand that the technical processing and transmission of our services, including your content, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints

We respect the intellectual property of others, and expect our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us.

Third Party Materials

Third Party Content

Under no circumstances will we be liable in any way for any content or materials of any third parties (including 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 such content.

Indemnity and Release

You agree to release, indemnify and hold us and our affiliates and their officers, employees, directors and agents 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 our services, any content, your connection to our services, your violation of these Terms or your violation of any rights of another

Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM 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. We make no warranty that our services will meet your requirements, that our services will be uninterrupted, timely, secure, or error-free, that the results that may be obtained from the use of our services will be accurate or reliable, or that the quality of any products, services, information, or other material obtained by you through the services will meet your expectations.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL 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 WE HAVE 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 SERVICES; (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 SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES.

Termination

You agree that we, in our sole discretion, may suspend or terminate your account (or any part thereof) or use of our services and remove and discard any content within our services (including any User Content), for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of our services, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we

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 our services. Further, you agree that we will not be liable to you or any third party for any termination of your access to our services.

Disputes with Other Users

You agree that you are solely responsible for your interactions with any other user in connection with our services, and we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of our services.