

Terms and Conditions

Last updated: August 26, 2020

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named “TallyHo! – Aviation Services” (if a consumer) or “TallyHo! Pro” (if a commercial user)

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) from which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Country refers to: Texas, United States

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to TallyHo! Apps, LLC, 716 Aberdeen Way, Southlake, TX 76092.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Goods refer to the items offered for sale on the Service, whether a tangible good or a service.

In-app Purchase refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.

Orders mean a request by You to purchase Goods from Us or through the Service.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Service refers to the Application or the Website or both.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to the Application, accessible only from the Application Store.

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 13. The Company does not permit those under 13 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Using the Service

You must be over the age of 13 in order to use the Service.

You may not access the Service if you are a competitor of the Company, or if the Company has previously banned you from using the Service or closed your Account.

The Service may be modified, updated, interrupted, suspended or discontinued at any time in the Company's sole discretion without notice or liability.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service. You are responsible for all activity that occurs on your account.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

We reserve the right to close your Account at any time for any or no reason.

You may not impersonate someone else, provide an email other than your own, create multiple accounts, or transfer your account to another person without the Company's prior approval.

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

For purposes of these Terms, the word "use" means use, copy, publicly display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content. By posting Content to the Service, You irrevocably grant Us the right and a worldwide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You hereby irrevocably grant the Users of the Service the right to access

Your Content for any purpose. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes, without limitation: (i) the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms; (ii) incorporating it into advertisements and other works, creating derivative works from it, distributing it and allowing others to do the same. You agree to irrevocably waive, and cause to be waived against the Company and its Users any claims or assertions of moral rights of attribution with respect to Your Content.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

By posting Content, You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability and any risks associated with any personal information that you disclose.

You agree to be liable and responsible for any liability resulting from Your posting Content that contains material that is false, misleading (whether intentional or not), defamatory, not based in fact; or, violates any third-party's right, including without limitation, any copyright, trademark, service mark, patent, trade secret privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including without limitation, illegal hate speech; violates or advocates for the violation of any law or regulation; or violates these Terms.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.

- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.
- Post any fake reviews, trade reviews with others, or compensate someone or be compensated to post, refrain from posting, or remove a review.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with the Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Posting Reviews

When posting reviews the Company may require You to provide details about the date and scope of the goods or services obtained through the Service, as well as the aircraft registration or Account name under which the service was obtained so that We can verify the authenticity of reviews.

Ownership of Content

As between You and the Company, You own Your Content. We own Company Content, including, without limitation, visual interfaces, interactive features, graphics, design, selection/coordination/aggregation/arrangement of User Content, computer code, products, software, ratings, and all other elements and components of the Service excluding Your Content, User Content and Third-Party Content. We also own all copyrights, trademarks, service marks,

trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the Company Content and the Service, which may be protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. As such, you may not sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the Company Content in whole or in part except as expressly authorized by us. Except as expressly provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Company Content are retained by us.

Use of Your Content for Advertising Purposes

The Company and its licensees may publicly display advertisements, paid content, and other information nearby or in association with Your Content. If the Company elects to do so, You are not entitled to any compensation for such advertisements. The Company has the right to display Your Content in any manner that the Company deems appropriate in the Company's sole discretion.

Other Content Restrictions

We have no obligation to retain or provide you with copies of Your Content, and we do not guarantee any confidentiality with respect to Your Content. We reserve the right to remove, screen, edit, or reinstate User Content at our sole discretion for any reason or no reason, and without notice to you. This includes, without limitation, removing a review if we cannot verify the accuracy, truthfulness, or we believe it violates our Content Guidelines.

Third Party Content and Services

The Service may host or use in the Service Third-Party Content, or include links to other websites or applications (each, a "Third Party Service"). By using or hosting such Third-Party Service, We are not representing that We control or endorse any Third Party Content or Third Party Service. You understand and agree that We are not responsible for the availability, accuracy, or content of any such Third-Party Content or Third-Party Service. Your use of and reliance on any Third-Party Content or Third-Party Service is at Your own risk.

Some of the services made available through the Service and Third-Party Services may be subject to additional third-party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies. It is Your responsibility to familiarize yourself with any such applicable third-party terms and to use such Third-Party Services if you agree to such terms.

Representations and Warranties

The Company specifically disclaims any obligation to enforce these Terms on your behalf against another User. We encourage you to let us know if you believe another User has violated these Terms; however, we have no obligation to investigate such claims and reserve the right to take appropriate actions, at our sole and absolute discretion.

Your Representations and Warranties

You represent and warrant that (i) You have read and understand our Content Guidelines; and (ii) You have read and understand our Privacy Policy. If you use the Service outside of the United States, you consent to having your personal data transferred to and processed in the United States.

You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Service to:

- i. Violate the Terms, including any guidelines provided by the Company regarding Your Content;
- ii. Post any fake or defamatory review;
- iii. Trade reviews with others, or compensate someone or be compensated to post, refrain from posting, or remove a review (unless otherwise required by a settlement agreement between the parties);
- iv. Violate any third party's rights, including any breach of copyright, trademark, patent, trade secret, privacy right, or any other intellectual property or proprietary right;
- v. Threaten, stalk, harm, or harass others;
- vi. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account in accordance with the Business Terms contained herein;
- vii. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not;
- viii. Engage in keyword spamming, or otherwise attempt to manipulate the Service's search results, or any third-party website;
- ix. Solicit personal information from minors, or submit or transmit pornography of any kind or words or images not of a high moral character;
- x. Violate any applicable law;
- xi. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized in writing by the Company;
- xii. Use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, copy, scrape, or index any portion of the Service or any Service Content, except as expressly permitted in writing by the Company;
- xiii. Reverse engineer any portion of the Service;

xiv. Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service in an attempt to use such without the owner's permission;

xv. Record, process, mine or attempt to record, process or mine information about users of the Service;

xvi. Manipulate the Service through accessing, retrieving, or indexing any portion of the Service for purposes of constructing or populating a searchable database of Business reviews;

xvii. Reformat, frame, or modify the visual aspect of any portion of the Service;

xviii. Take any action that imposes, or may impose, in our sole and absolute discretion, an unreasonable or disproportionately large load on the Company's technology infrastructure or otherwise make excessive traffic demands of the Service, which affects the ability of the Company to provide the Service;

xix. Attempt to gain unauthorized access to the Service, Accounts, Company infrastructure, or computer systems or networks connected to the Service through hacking, password mining or any other means;

xx. Use the Service or uploading Content to the Service to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature;

xxi. Use any device or software that interferes with the ability of the Company to provide the Service, or otherwise attempt to interfere with the Company's ability to provide the Service;

xxii. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Content contained within the Service; or

xxiii. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, including without limitation, features that are installed to prevent or restrict the use or copying of Content hosted on the Service, or features that enforce limitations on the use of the Service.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, "Indemnified Parties") from and against any and all third-party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys' fees and court costs) arising out of or relating to: (i) your access to or use of the Service,

including Your Content, (ii) your violation of the Terms, (iii) Your breach of Your representations and warranties provided under these Terms, (iv) any products or services purchased or obtained by You in connection with the Service, (v) Your products or services, or the marketing or provision thereof to end users, or (vi) the infringement by You, or any third-party using Your Account, of any intellectual property or other right of any person or entity.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE COMPANY TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

Use of Service on AS-IS Basis

THE SERVICE AND SERVICE CONTENT ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE COMPANY MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD-PARTY CONTENT. AS SUCH, YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. THE COMPANY MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICE, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR CONTENT STORED OR ACCESSED THROUGH THE SERVICE. FURTHER, THE COMPANY MAKES NO CLAIMS OR PROMISES RELATED TO (i) THE OPERATION OR AVAILABILITY OF THE SERVICE, OR THE INFORMATION, CONTENT AND MATERIALS OR PRODUCT INCLUDED THEREON; (ii) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE; OR (iv) THAT THE SERVICE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS, OR OTHER HARMFUL COMPONENTS. ACCORDINGLY, THE COMPANY IS NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE’S INOPERABILITY, DEPLETION OF BATTERY POWER OR OTHER IMPAIRMENT OF DEVICES USED TO ACCESS THE SERVICE, SERVICE UNAVAILABILITY, SECURITY VULNERABILITIES OR FROM YOUR

RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT OR OMISSION OF CONTENT, ORDER, AND DISPLAY), METRICS OR OTHER CONTENT FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SERVICE.

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Disclaimer Toward Third Party Actions or Services

THE COMPANY MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD-PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SERVICE OR THAT OFFER GOODS OR SERVICES THROUGH THE SERVICE, OR THE SERVICE'S USERS. ACCORDINGLY, THE COMPANY IS NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM ANY SUCH THIRD-PARTY'S ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SERVICE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.

Sole Remedy

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

Maximum Liability

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

Limitation of Liability

THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS OR REVENUE, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA. THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Certain States' Restrictions

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at info@tallyho.pro and include in Your notice a detailed description of the alleged infringement, including without limitation, evidence related to your ownership of the infringed work(s).

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our copyright agent at the email address above with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at info@tallyho.pro. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service may be protected by copyright, trademark, and other laws of both the Country and foreign countries. And unauthorized use of the Service or any Content contained within the Service (excluding Content provided by You) may subject you to liability.

Our trademarks and trade dress may not be used in connection with any other product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any ideas, suggestions, documents or proposals (“Feedback”) You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Additionally, when sending Feedback, You agree that: (i) Feedback does not contain any third-party confidential or proprietary information, (ii) Feedback does not contain any malicious code, or any other information that may harm the Service, (iii) We are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iv) We may have something similar to the Feedback already under consideration or in development, (v) We have no obligation

to review, consider, or implement the Feedback, or to return to You all or part of the Feedback, and (vi) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and You irrevocably waive, and cause to be waived, against the Company and its users any claims and assertions of any moral rights contained in such Feedback.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, and in Our sole and absolute discretion, for any reason or no reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Governing Law

The laws of the Tarrant County, Texas, United States of America, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

If You and the Company are unable to resolve the dispute informally, you agree to the following:

SUBJECT TO THE EXCLUDED CLAIMS AS DEFINED BELOW, ANY CLAIM, CAUSE OF ACTION, REQUEST FOR RELIEF OR DISPUTE THAT MIGHT ARISE BETWEEN YOU AND THE COMPANY (“CLAIMS”) MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN OUR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. YOU AND THE COMPANY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY A JURY.

Arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules then in effect. For more information, visit www.adr.org. Arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim. Each party shall pay their own fees and costs associated with the Arbitration.

For purposes of these Terms, “Excluded Claims” shall mean Claims related to intellectual property (like copyrights and trademarks), or a breach of Representations and Warranties. Excluded Claims may be brought in court. Notwithstanding this paragraph, Business Claims, as defined in the Additional Terms for Business Accounts, are governed by that section. Excluded Claims and Claims that cannot be arbitrated must be brought in court. Texas law will govern these Terms (to the extent not preempted or inconsistent with federal law), as well as any such Excluded Claim or Claim that cannot be arbitrated, without regard to conflict of law provisions. All Excluded Claims and Claims that cannot be arbitrated are subject to the exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within Tarrant County, Texas and you consent to the personal jurisdiction of these courts for the purpose of litigating any such Claim.

If you are a resident of a country located in the EEA or Switzerland, Irish law will govern these Terms, as well as any dispute that might arise between You and the Company. You agree that any subpoena, third-party discovery request, or other third-party process directed to the Company must issue from, or be domesticated by, the state or federal courts located within Tarrant County, Texas and you agree to submit to the jurisdiction of each of these courts for any related proceedings.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time or to discontinue the Service. If a revision is material, We will make reasonable efforts to provide notice by email or elsewhere on the Website or Service prior to any new terms taking effect. What constitutes a material change will be determined at Our sole and absolute discretion.

You should revisit these Terms frequently as revised version will be binding on you. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Termination

We May Terminate Your Account

We reserve the right to close your Account for any reason or no reason at all.

You May Terminate Your Account

You are solely responsible for the termination or cancellation of your Account. You may cancel your Account at any time by closing your Account. There is no cancellation fee.

Disabled Account Upon Cancellation/Termination

Once You or Us cancel or terminate Your Account, Your Account will be immediately disabled, but your data may be stored for Your benefit and for the benefit of all users (applicable to Your Content) and in the event You desire to open a future Account.

General Provisions

Entire Agreement

These Terms, the Privacy Policy and the contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

Non-Assignability

The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with the Company's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

Relationship of Parties

You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and the Company! as a result of these Terms or your use of the Service.

Headings and Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: info@tallyho.pro

ADDITIONAL TERMS FOR BUSINESS ACCOUNTS

The following terms (“**Business Terms**”), in addition to the Terms of Service above, govern your access to and use of your Business Account. In the event of any conflict between these Business Terms and the Terms of Service, the Business Terms apply. If you have purchased products or services from the Company on behalf of your business (e.g., advertising or business tools), the terms of that purchase apply in the event of any conflict with these Business Terms. Capitalized words used but not defined in these Business Terms have the meanings described in the Terms of Service. By creating, accessing, or using your Business Account, you are agreeing to these Business Terms and concluding a legally binding contract with the Company. You are not authorized to create, access, or use a Business Account if you do not agree to these Business Terms.

PLEASE READ THESE BUSINESS TERMS CAREFULLY AS THEY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

In the event of any termination of these Business Terms, whether by you or us, these Business Terms in their entirety will continue in full force and effect.

Requirements, Representations and Warranties for Business Accounts

In order to establish a Business Account and access or use the Services through a Business Account, you agree that:

- i. You have the authority to act on behalf of the business or businesses associated with or claimed through Your Business Account and to bind any such business (including any corresponding business entity) to the Business Terms (such business or businesses, your “**Business**”) and any other agreements entered into through the Service;
- ii. Your access to or use of the Business Site will only be in Your capacity as an authorized representative of Your Business and not as a personal Account;
- iii. You will not use the Consumer Site for business activities, including but not limited to flagging reviews or messaging people who have reviewed Your Business and you will not use your Business Account as a consumer;

- iv. Your Business complies with applicable laws and does not offer, advertise, sell, or lease illegal products and/or services;
- v. Your Business is in good standing with the state in which it was formed;
- vi. You grant the Company a non-transferable, non-exclusive, royalty-free limited license to display Your public website on the Services, or allow for its display through iframes or other framing technology;
- vii. You understand and acknowledge that non-disparagement clauses in certain consumer contracts, such as clauses that seek to restrict or prohibit reviews (including provisions that penalize consumers for posting reviews) about your Business, are prohibited under California law (Cal. Civil Code § 1670.8) and under the federal Consumer Review Fairness Act (15 U.S. Code § 45b) and you agree that You will not include such clauses in your consumer contracts, or otherwise attempt to enforce non-disparagement or ‘gag’ clauses against consumers under any circumstances. You understand that We may publicly notify consumers if We have a good faith belief that such clauses are used by Your Business.
- viii. the Company allows consumers to post ratings, and reviews about Your Business.

As a condition of your Business Account, You represent and warrant that You will not, and will not authorize or induce any other party on Your and Your Business’ behalf, to:

- i. offer incentives of any kind, such as discounts, freebies, refunds, gift cards, contest entries, offers, or deals in exchange for the posting of reviews of your Business or the goods or services obtained from Your Business, or to prevent or remove reviews, and You understand and acknowledge that the Company, may publicly notify users of the Service about such incentives and other attempts to obtain, prevent, or remove reviews;
- ii. solicit or ask for reviews from customers who obtain goods or services from Your Business through the Service;
- iii. write reviews or vote on Content (e.g., voting user reviews as useful, funny, or cool) for Your Business or Your Business’s competitors;
- iv. pay or otherwise induce anyone to post, refrain from posting, or remove reviews, or otherwise attempt to manipulate the review and rating system provided by the Service to its users;
- v. attempt to generate automated, fraudulent, or otherwise invalid ad impressions, inquiries, conversions, ad clicks, or other actions;
- vi. use any automated means or form of scraping or data extraction to access, query or otherwise collect the Company data, content and/or reviews from the Service, without the Company’s prior written consent;
- vii. use any Company trademark or service mark in any manner without the Company’s prior written consent; or
- viii. misrepresent your identity or affiliation to anyone in connection with the Company.

Payments

For all subscriptions, You authorize us to charge You according to the subscription You choose at the then current subscription rate, and any other charges you may incur in connection with Your use of the Services, such as taxes, duties, and possible transaction fees.

Monthly Plan: A valid credit card is required for You to continue using the Services on a month-to-month basis. The Services are billed in advance on a monthly basis and are non-refundable. Each month you will be billed the then existing monthly plan rate, which may be greater than when you initially signed up. There will be no refunds or credits for partial months, or for account upgrades or downgrades.

Annual Plan: Payment in advance is required to continue using the Services on an annual basis. The Services are billed in advance on a yearly basis. If You decide to terminate Your Annual Plan, We will refund on a pro-rata basis for months unused. Annual Plans may be automatically renewed on an annual basis. It is your duty to know when your Annual Plan ends and to take any actions necessary to terminate your plan, or to not renew your Annual Plan prior to the expiration of your current term. All refund requests must be made in writing to info@tallyho.pro and we reserve the right to deny such request for any reason in our sole and absolute discretion.

We reserve the right to change service fees with reasonable notice. Such notice may be provided at any time by posting the changes to the Service, or by email. If we change the Service fees and you do not want to pay the new amount, it is your responsibility to terminate your plan prior to the next billing cycle.

Cancellation and Termination

You are solely responsible for the proper cancellation of your Business Account. You may cancel your Business Account at any time by emailing us at info@tallyho.pro. You will not be charged after cancellation unless you have preauthorized a purchase through your Business Account prior to cancellation. There is no cancellation fee.

We also reserve the right, but do not have any obligation, to refuse service to anyone and close your Business Account without notice for any or no reason at all and in our sole and absolute discretion.

In the event of cancellation or termination your Business Account will be immediately disabled, but your data may be stored for Your benefit in the event You desire to open a future subscription and any of Your Content uploaded to the Service may be retained.

Disclaimers and Limitations of Liability

If you are a resident of the United States or Canada, the following provisions apply to You:

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE COMPANY TO YOU. FOR CLARITY, THE BELOW APPLIES IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS OF LIABILITY DETAILED IN THE CONSUMER SECTION OF THE TERMS.

Federal Communications Decency Act

The federal Communications Decency Act (47 U.S. Code § 230) limits the liability of interactive computer services, like the Company for their role in publishing third-party Content, including consumer reviews. Additionally, anti-SLAPP laws, such as Cal. Civ. Proc. Code § 425.16 in California, may require you to pay the Company's attorneys' fees if You attempt to impose such liability on the Company through legal proceedings.

Arbitration, Disputes and Choice of Law

FOR CLARITY, THIS SECTION GOVERNS ANY BUSINESS CLAIM BROUGHT BY YOU OR THE COMPANY. ANY CLAIM NOT SUBJECT TO THIS SECTION IS INSTEAD GOVERNED BY THE TERMS.

Except for Excluded Business Claims, any controversy or claim arising out of or relating to: (a) these Business Terms, or the breach thereof; or (b) your access to or use of your Business Account Business Site; (each such controversy or claim, a "Business Claim"), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will issue a reasoned award in writing, including all findings of fact and law upon which the award was made. The arbitrator will not have the power to commit errors of law, and the award may be vacated or corrected through judicial review by a court of competent jurisdiction under the laws of the state of Texas for any such error.

"Excluded Business Claims" means Claims related to intellectual property (like copyrights and trademarks) or violations of Representations and Warranties.

Business Claims shall be heard by a single arbitrator. Arbitrations will be held in Tarrant County, Texas, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitration shall be governed by the laws of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorneys' fees.

NOTWITHSTANDING THE FOREGOING, FOR ANY BUSINESS CLAIM THAT IS NOT SUBJECT TO ARBITRATION, INCLUDING WITHOUT LIMITATION EXCLUDED BUSINESS CLAIMS, YOU AGREE TO SUBMIT AND CONSENT TO

THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN TARRANT COUNTY, TEXAS, UNITED STATES, WHICH IS THE PLACE OF PERFORMANCE OF THESE BUSINESS TERMS.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING OR PARTICIPATE IN BUSINESS CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE BUSINESS CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A BUSINESS CLAIM IMPLICATES THIS SECTION, AND THIS SECTION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH BUSINESS CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.