**PIC N’ TALK**

**TERMS AND CONDITIONS OF USE**

**Acceptance**

Welcome, and thank you for using pic n talk!

The following Terms and Conditions of Use (the “Terms of Use”) are between you and Pic and Talk (“pic n talk,” “us,” “we,” or “our”) and it applies to your use of the pic n talk application, ( the “App”), our website at <https://www.picandtalk.com> our services, the features and contents that may be made available to you through them (the “Services”).

The pic n talk Services are intended solely for users who are aged 13 or over. Any registration for or use of the services we provide by anyone under the age of 13 is unauthorized, unlicensed and in breach of the Terms herein. You certify that you are of the legal age of majority in the jurisdiction in which you reside or, if you are between the ages of 13 and the legal age of majority, that you are using the service with the supervision of your parent or legal guardian who agrees to be bound by the Terms, and that you have reviewed the Terms with your parent or guardian so that you both understand all of your rights and obligations.

YOUR USE OF THE SERVICE CONSTITUTES YOUR AGREEMENT TO ALL SUCH TERMS MADE AVAILABLE HEREIN; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

**Privacy Policy**

Your privacy is important to us and so we encourage you to please read and understand our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

**Modification of these Terms**

We reserve the right to make changes to these Terms of Use at any time and at our discretion. If you do not agree with such changes you should cease using the Service. Your continued use of the Service after any such changes to the Terms of Use shall be deemed acceptance of any such new or modified terms.

**Account Registration and Security**

In order to have access to most features of the service, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account security has been breached, then you must notify us immediately.

**License and Use of the Service; Restrictions**

Pic n talk provides you with access to some great and interesting contents! The Service is a location-based app that enables users to create a project, event, news, media, and help users to connect each project anywhere the world with donors, and to both local and global community particularly to improve smaller less known and less visible projects get more improvement and interaction.

Subject to these Terms of Use, you are granted the right to access the Service. To the extent you choose to access the Service, you do so at your own initiative and agree to use the Service only as permitted by these Terms of Use and any applicable law, regulation, or additional policies or guidelines pic n talk may make available. The Service, or any feature or part thereof, may not be available in all languages or in all countries and we make no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location.

So in order to use the Services and Platform, we grant you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable and non-sublicensable license to it and you agree not to:

1. use the Service in a manner that is inconsistent with applicable law;
2. access or use the Service in any manner that attempts to copy, extract, scrape or reutilize any portions of the data or content provided by the Service, including bulk downloads or feeds of map data or imagery, or the creation of any databases based upon results from the Service;
3. reproduce, modify, translate, or create derivative works of the Service or any portion thereof;
4. decompile, decrypt, reverse engineer, disassemble, or attempt to derive the source code of, the Service or any portion thereof, except as and only to the extent this restriction is prohibited by applicable law;
5. rent, lease, loan, sublicense, publish, transfer, sell, or redistribute access to or use of the Service, or any portion thereof, in any manner;
6. bypass any security or other features of the Service designed to control how the Service is used, harvest, or mine User Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
7. exploit the Service in violation of these Terms of Use or in any unauthorized way whatsoever, including, but not limited to, using the Service to transmit any computer viruses, worms, trojan horses or other malware, or by trespass, burdening network capacity, or otherwise interfering with other users’ enjoyment of the Service; or
8. use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and you agree that pic n talk is not in any way responsible for any such use by you.

**Intellectual Property Rights**

(a) You acknowledge that the Content on the platform is subject to copyright, trademark and possibly other intellectual property rights. In these Terms and Conditions, "Content" means anything that you may see, read, hear, upload, download or access on or via the platform (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, voice notes, music, songs, videos, tags and other materials or subject-matter on the platform.

(b) Nothing you do on or in relation to the Platform will transfer any intellectual property rights to you or license to you any intellectual property rights unless this is expressly stated.

(c) You agree that we own the copyright and trademarks in the marketing logo, the domain name(s), the advertising tag line(s), and the corporate logo (the pic n talk Trade Marks). We reserve all rights in relation to the pic n talk Trade Marks. You agree not to use any of our Trade Marks without our prior written consent. All other trademarks appearing on the Platform are the property of their respective owners.

**Payments**

We may offer the opportunity to purchase access to the Service by means of one-time or recurring payments (“Subscription”) through making purchases within the app (In-app purchases). These payments require you to have a valid method of payment, such as a credit card or debit card (a "Payment Method"). You are responsible for all charges incurred in connection with your payments.

**Subscriptions**

By selecting a Subscription, you agree to pay a subscription fee on a designated cycle for the Services that we make available to you (the "Subscription Fee"). Subject to the Free Package and Promotional Offers section below, the first Subscription Fee will be charged to your Payment Method on the date your Subscription is purchased. Thereafter, the Subscription Fee and any applicable tax and service fees will be charged to your Payment Method on a recurring basis in accordance with your designated cycle until you choose to cancel.

**Billing Cycle**

The Subscription Fee will be billed at the time you establish your Subscription and on an ongoing, regular basis unless you cancel your Subscription. Note that the timing of your billing may change (i.e. in the event of a problem with your Payment Method, such as an expired credit card).

**Subscription/Package Price Changes**

We reserves the right to change the price for a Subscription to the Service in our sole discretion and will be responsible for communicating any price changes to you in accordance with the law.

**Updating Payment Method**

You may update your Payment Method at any time within your account settings. If at any time your Payment Method is unable to be charged for the Subscription Fee due to insufficient funds, expired or invalid account details, or otherwise, you remain responsible for the cost of such Subscription Fee. A change in your Payment Method may result in changes to your prior billing cycle. It is your responsibility to update and maintain the Payment Method associated with your Subscription Fee. In the event your Payment Method is unable to cover the Subscription Fee, we reserve the right to suspend your respective accounts and access to the Service, until such time as the Payment Method has been updated to permit a charge on your payment method for the Subscription Fee.

**Cancellation**

You can cancel your subscription at any time. Please note that you must cancel your subscription before it renews for a subsequent term in order to avoid being charged for the next term’s Subscription Fee. If you cancel your subscription, the cancellation will become effective at the end of the then-current term.

**No Refunds**

REFUNDS WILL NOT BE PROVIDED FOR ANY SUBSCRIPTION. WE DO NOT PROVIDE CREDIT, REFUNDS, OR PRORATED BILLING FOR SUBSCRIPTIONS THAT ARE CANCELLED MID-TERM. In such a circumstance, you will continue to have access to your Subscription until the end of the term’s billing cycle.

**Free Package and Promotional Offers**

The Service may be made available to you on a free package basis for a limited time ("Trial Package"). The specific duration of the trial package Subscription will be specified in the applicable offer at sign-up. Trial Package offers are limited to new Service subscribers, unless otherwise specified. Your status as a new subscriber to the Service will be determined by us, each in its sole discretion. These Terms apply to any free package offer, unless otherwise specified.

At the time of signing up for a trial package Subscription, you may be required to provide a valid Payment Method in order to use the Service during the Trial package period. Your Payment Method will not be charged during the Trial package Period.

UPON THE EXPIRATION OF THE TRIAL PACKAGE, THE SUBSCRIPTION FEE FOR THE SERVICE WILL BE CHARGED TO YOUR PAYMENT METHOD, UNLESS YOU TIMELY CANCEL THE TRIAL SUBSCRIPTION.

**User Content made available on the Service and Our rights to such content**

Certain features on the service such as live events or projects are made available by other users of the service; including live videos, images, folders, photos, text and other types of contents (“User Content”). When you make use of the pic n talk App and services, you may also be submitting digital generated contents to the platform.

As between you and pic n talk, you retain ownership of whatever content you upload to the service as a user. Nevertheless, you grant pic n talk a non-exclusive, transferable, perpetual, sub-licensable, royalty-free, non-revocable and worldwide license to host, copy, modify, reproduce, edit, publish, create derivative works from, publicly display, distribute and otherwise use the User Content to enable us to develop, make available, promote and improve the Pic n talk platform and service.

Also, by making available contents on the platform, you grant all users of the pic n talk service the permission to view your uploaded contents for their personal, non-commercial purposes. This includes the right to save such content such as videos, images, audio within the pic n talk platform.

**User Content Representation and Warranties**

You agree that you are solely responsible for your user Content and the consequences of publishing or posting User Content on the platform. By publishing and posting a User Content on the platform, you represent, affirm and warrant that:

1. you are the creator and owner of the User Content or have the necessary licenses, rights, consents, and permissions to authorize pic n talk and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by pic n talk, the Service, and the Terms herein and
2. your User Content and the use of your User Content as contemplated by the Terms herein does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) cause pic n talk to violate any law or regulation.

**User Content Disclaimer**

Pic n talk is under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content.

However, at any time and without prior notice, we may screen, remove, edit, refuse to publish, or block any User Content that in our sole judgment considers that;

1. the Content is unlawful in any way, including because it is defamatory or breaches laws about unlawful discrimination, racial vilification, privacy or contempt;
2. violates the terms provided herein this Terms of Use;
3. the content is false or misleading;
4. publication of the Content will infringe intellectual property rights (including copyright) or a person's moral rights;
5. the content is offensive, abusive or obscene;
6. or is otherwise objectionable.

You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You understand that any project or event that you engage with is at your own risk. You agree to waive and do waive, any legal or equitable right or remedy you have or may have against pic n talk with respect to User Content. We expressly disclaim any and all liability in connection with User Content.

**Linked Websites and Third-Party Services**

The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content. Pic n talk may provide tools through the Service that enable you to export information, including User Content, to third-party services, including through features that allow you to link your account on pic n talk with an account on the third-party service, such as Twitter, Google or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third-party services are not under our control, and we are not responsible for any third-party service’s use of your exported information.

**No Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND SOLE RISK. PIC N TALK AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, PIC N TALK AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

Pic n talk and its licensors reserve the right to change, suspend, remove, or disable access to the Service, or any feature or part thereof, at any time without notice or liability. We may also impose limits on the use of or access to the Service, or any feature or part thereof, in any case, and without notice or liability.

**Limitation of Liability**

NEITHER PIC N TALK NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

THE AGGREGATE LIABILITY OF THE PIC N TALK ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS TERMS AND CONDITIONS OF USE, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO PIC N TALK FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) $100.

**Indemnification**

You are responsible for your use of the service, and you agree to indemnify and hold pic n talk, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from and against any demands, loss, liability, claims or expenses (including attorneys’ fees) arising out of your violation of these Terms of Use and/or use of the Service.

**Changes and Updates to our Platform**

We may update our Platforms from time to time and may change the Content at any time. However, please note that any of the Content on our Platforms may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Platforms, or any Content on them, will be free from errors, omissions, or defects, whether material or otherwise, and assume no responsibility or liability in relation thereto.

**Disputes and Class Action Waiver**

Any dispute or claim arising out of your use of the pic n talk service will be resolved by binding arbitration, rather than in court, except that you may assert claims in court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

**Controlling Law, and Jurisdiction**

These Terms will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (a) the laws of the State of Texas without regards to its rules of conflict of laws will apply in the absence of applicable federal law; and (b) any dispute arising out of or relating to these Terms will be litigated exclusively in the federal courts of the state of Texas, and the parties consent to personal jurisdiction in those courts

**No Waiver**

Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of pic n talk.

**Severability**

The parties agree that each provision of this agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

**Contact Us**

If you have any questions concerning the pic n talk Service or the terms herein, please contact pic n talk support department.

Thank you for reading our Terms. We hope you enjoy using pic n talk!