

Terms of Service

Last modified on January 23, 2023

Welcome to Talk With Me! We are operated by Pantheon Labs, LLC, a Texas limited liability company (“TWM,” the “Company,” “we,” “our,” or “us”). We are in the business of connecting people to have meaningful conversations (the “Offerings” or individually, a “Offering”) for individuals (the “User”) who are seeking to monetize their time or pay to virtually meet other people. The Offering allows individuals to book and pay for time with others (“Service”), collectively, (the “Services”). We offer the app, the websites, and other products and services (the “Service”) according to the terms of service (the “Terms” or “Terms of Service”) below, and our separate privacy policy (the “Privacy Policy”), both of which are accessible via the Company app and our website, www.talkw.me. These Terms govern your access to and use of the Offerings and any videos, information, text, graphics, photos, speech or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By clicking a box that states you accept or agree to these terms or by using our Service, you are agreeing to the terms below. Please read them carefully. If you do not agree to the Terms, you must stop using the Services and delete your account with us. We reserve the right to modify these terms without notice. Your continued usage of the Service constitutes your acceptance of these terms. Violation of any terms will result in termination of your account. Questions about the Terms of Service may be sent to support@talkw.me.

Access to Services.

The Company does not knowingly collect or solicit personal information from anyone under the age of 17 or knowingly allow such persons to register for the Services. If you are under 17, please do not register for the Services or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 17 may provide any personal information to the Company or on the Services. If we learn we have collected personal information from a child under age 17 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 17, please contact us at support@talkw.me.

You represent and warrant to the Company that: (i) you are an individual (i.e., not a corporation) and you are of legal age to form a binding contract, and you are at least 17 years or age or older; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

The Company may prohibit any user from using the Service in its sole discretion for any reason, and we are not liable for any damage or loss resulting from such prohibition.

Basic Terms.

You are responsible for using the Services, for any Content you post to the Services, and for any consequences. The Content you submit, post, or display can be viewed by other users of the Services for whom you are meeting with us. Only provide Content that you are comfortable sharing with others

under these Terms. TO BE CLEAR WE ASSUME NO LIABILITY FOR THE PHOTOS, VIDEOS OR CONTENT THAT YOU SUBMIT TO THE SERVICE OR POST FOR VIEWING BY ANOTHER USER.

You may use the Services only if you can form a contract with the Company and are not barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services for a company, organization, government, or other legal entity, you represent and warrant you are authorized to do so. You may use the Services only in compliance with these Terms and all local, state, national, and international laws, rules and regulations.

The Services that the Company provides are always evolving, and the form and nature of the Services that the Company provides may change from time to time without prior notice to you. The Company may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for the Company granting you access to and use of the Services, you agree that the Company, third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

By signing up for Services, you authorize the Company to contact you via email, mail, text message, phone call, etc.; so that the Company can better deliver its Services to you. You may elect your preferred method of contact by notifying the Company or if you wish to no longer be contacted, you may discontinue the Services and notify the Company that you wish to no longer be contacted.

Referrals.

The Company may offer Referral Programs from time to time for all or some of its Users. The Referral Programs offer credits to the referring User and the referred person. The referrals are mutually exclusive, single use and cannot be used between current Users. Therefore, the same person cannot be referred by more than one User or receive a referral credit if they have ever used the Offerings. The credits are cumulative, do not expire unless voided, and can be applied chronologically to future Offerings. Credits will be voided if the User cancels their Offerings or if the Company broadly deems that the User is abusing any Referral Programs. The amount of credits per referral are subject to change without notice. The Company reserves the right to discontinue any Referral Programs, remove Users from Referral Programs, or make any other changes without notice.

Payment and Billing.

User will be charged for the amount of time they request and no proration will occur if they use more or less time.

Users must provide the Company with a current, valid, accepted method of payment (as such may be updated from time to time, Payment Method) to use the Services. Payments are processed through a third-party payment processor. We do not store any credit card or payment information on our servers.

By signing up for Services, User authorizes the Company to charge you for all requested Services (“Selected Services”). Any changes to the charges will be made known via email and/or other regular distribution methods in advance of such changes, allowing the User a reasonable amount of time to cancel or continue to use the Service. Please check spam filters to make sure you get our communications.

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our Users (Credits). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle User to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance. We may not issue refunds if Services have already been provided and you did not contact us for a dispute within 48 hours after the Service.

User may edit Payment Method information through the Company website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and User does not edit Payment Method information or cancel his or her account (see, Cancellation below), User remains responsible for any uncollected amounts and authorizes the Company to continue billing the Payment Method, as it may be updated.

User may terminate their account at any time by emailing support@talkw.me. All amounts collected for Services not rendered will be refunded. We will confirm cancellations, so please confirm that your account has been canceled if you have not received any communication from us within 48 hours.

Dispute Policy.

The company will seek to find a mutually agreed upon solution between the User and the Company. If no agreement can be reached, The Company reserves the right to resolve the dispute as it sees fit and will incur no liability for doing so. The User may then choose to cancel Services.

Content on the Services.

Any information you provide to the Company is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by the Company. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your account with us. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You are granted a limited, nonexclusive, non-sublicensable license to access and use the Service. This license is revocable at any time. This license is subject to these Terms.

You acknowledge that the Company has no control over, and no duty to take any action regarding the following: (i) which users gains access to the Services; (ii) what Content you access via the Services; (iii) what effects the Content may have on you; (iv) how you may interpret or use the Content; (v) what actions you may take as a result of having been exposed to the Content; or (vi) content not meeting your expectations. You release Company from all liability for you having acquired or not acquired Content through the Services.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. The Company is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Service. By using the Service, you agree that any Content you submit may be transmitted to the recipient of your communication. The content of communications is entirely the responsibility of the person from whom such content originated.

IN THE CASE OF SENSITIVE INFORMATION, INCLUDING BUT NOT LIMITED TO, PERSONAL IDENTIFIABLE INFORMATION AND CREDIT CARD INFORMATION, DO NOT SEND THIS INFORMATION TO OUR SERVICES AS UNENCRYPTED, PLAIN TEXT. SENDING INFORMATION AS ENCRYPTED TEXT IS PERMISSIBLE, BUT WE DO NOT TAKE RESPONSIBILITY FOR ANY DAMAGES CAUSED BY UNAUTHORIZED DECRYPTION OF SUCH DATA IN AN EVENT OF A LEAK OR OTHERWISE.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

The Company has the right, but not the obligation, to remove Content that it determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property, or that is detrimental to the quality or intended spirit of the Service. The Company also has the right, but not the obligation, to limit or revoke the use privileges of anyone who posts such Content.

Prohibited Use.

We reserve the right (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to suspend or terminate users or reclaim usernames without liability to you. We also reserve the right to retrieve and review communications between all Company Service users. As a normal course of business, we do not review interactions between the users, but if we have reason to suspect, or learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

You are prohibited from posting Content that:

Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;

Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights;

Is a direct and specific threat of violence to others;

Is in furtherance of illegal activities;

Is harassing, hateful, libelous, defamatory, abusive, or constitutes spam; or

Is pornographic, predatory, sexually graphic, racist, offensive, harmful to a minor, or would otherwise violate the rights of any third party or give rise to civil or criminal liability.

You may not submit or publish Content that contains falsehoods or misrepresentations, solicits funds or services, contains advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, violates the publicity, privacy or data protection rights of others, impersonates others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to circumvent, disable or otherwise interfere with the security related features of the Company or features that prevent or restrict using any content.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of the Company, its users and the public. The Company does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, the Company's computer systems, or the technical delivery systems of the Company's partners; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by the Company (and only under those terms and conditions), unless you have been allowed to do so in a separate agreement with the Company (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or use the Services to send altered, deceptive or false source-identifying information; (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services (vi) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data; or (vii) reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services.

User Submissions.

Subject to the license granted below, any Content communicated, uploaded or posted to the Service belongs to the person who posted such content. You may use any Content posted by you in any other way without restriction. You may only use Content posted by others in the ways described in these Terms of Service.

When you upload, communicate or submit Content on or through the Services, you grant the Company a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, fully-sublicensable license to publish and use your Content subject to our Privacy Policy. This right will continue even after you stop using the Service. Besides the right to publish, you also grant the Company, under said license, the following rights, without limitation: (i) the right to reproduce or copy or create derivative works; (ii) the right to transfer, deliver, and sell the Content, which includes the distribution via computer and networks; (iii) the right to edit, modify, adapt, arrange, improve, correct, develop, translate, in all or in part; (iv) the right to update/upgrade by adding or removing; (v) the right to film, perform or post the Content in any media; and (vi) the right to use or incorporate all or any part of the Content in any other of our products or services. By posting Content, you waive any and all rights to be compensated by the Company for such Content.

You agree that any feedback, suggestions, ideas, or other information or materials regarding the Company or the Services that you provide, whether by email or otherwise, are non-confidential and shall become the sole property of the Company. We will be entitled to any unrestricted use and dissemination of such feedback for any purpose, commercial or otherwise, without the acknowledgment or compensation to you. You waive any rights you may have to the feedback (including copyrights or moral rights).

The submission of your Content on the Service is entirely voluntary, non-confidential, gratuitous, and non-committal. You acknowledge that you have read, understand, and agree to the terms enumerated below, and you further agree that these terms shall apply to any additional material previously or later submitted:

The Content represents your own original work. You have all necessary rights to submit the Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed upon by using the Content.

You understand that disclosure of Content does not establish a confidential relationship or obligate the Company to treat your Content (or any related materials) as secret or confidential.

You irrevocably release and forever discharge the Company and Our affiliates and subsidiaries (together, the Released Parties) from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall, or may have against the Released Parties or their respecting successors and assigns regarding the Content, including without limitation regarding how the Company and its affiliates and subsidiaries, directly or indirectly, use the Content, with the sole exception regarding the foregoing release and discharge being your right to bring a claim of patent infringement.

Copyright Ownership and Data Security.

The Company owns intellectual property rights to any protectable part of the Service, including but not limited to the design, artwork, images, code, icons, photographs, labels, slogans, tag lines, functionality,

and documentation (Company Content). You may not copy, reproduce, republish, frame, download, transmit, display, modify, license, sublicense, loan, lease, reverse engineer, or exploit, in whole or in part, any part of the Service owned by the Company.

The Company is not liable for any damages or losses resulting from the Service posting or rebroadcasting the Content in any way including, but not limited to posting content THROUGH THE COMPANY APP OR WEBSITE.

The Company respects the intellectual property of others. It may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who repeatedly infringe others' rights. 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, please provide the following information to the Company's copyright agent:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of where the material that you claim is infringing is located on the site;

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 or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

The Company's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows: support@talkw.me.

This Agreement shall remain in full force and effect while you use the Services. You may terminate using the Services at any time. The Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. The Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement or the Privacy Policy.

Any fees paid are non-refundable. Upon termination of your account, your right to use the Services or to access any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE COMPANY

DOES NOT WARRANT THE RESULTS OF THE USE OF THE SERVICE, AND ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

Limitations on Liability.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL THE COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, EVEN IF THE DAMAGED PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT WILL THE COMPANY'S OR ITS AFFILIATES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS PAID BY YOU TO THE COMPANY HEREUNDER.

Indemnification. By agreeing to these Terms, you agree to indemnify, defend, and hold harmless the Company, our directors, officers, managing members, shareholders, employees, affiliates, licensors, and suppliers from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) using the Service; (b) any Content you post, upload, use, distribute, store, or otherwise transmit through the Service; (c) violating these Terms; or (d) violating the rights of another.

Services Available AS-IS.

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services are provided to you on an AS IS and AS AVAILABLE basis. Without limiting the foregoing, THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Company makes no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or failing to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Company or through the Services will create any warranty not expressly made herein.

International Users. The Service is hosted in the United States. If you are a user accessing the Service from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Service, which is governed by United States law, you are transferring your personal information to the United States and you consent to that transfer.

Children's Privacy. The Company does not knowingly collect or solicit any information from anyone under the age of 17 or knowingly allow such persons to register for the Service. The Service and its

Content are not directed as children under the age of 17. If we learn we have collected personal information from a child under the age of 17 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 17, please let us know at support@talkw.me.

Other Web Sites and Services. We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your Content. If you are a third-party website or service and you allow them to access your account, you do so at your own risk.

The Company's failure to enforce or exercise a right provided in these terms is not a waiver of that right.

Should any provision of these terms be found invalid or unenforceable, the remaining terms shall still apply.

Any dispute between you and the Company will be governed by these Terms and the laws of Texas, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

This Terms of Service constitutes the entire agreement between you and the Company and supersedes any and all previous agreements, written or oral, between you and the Company, including previous versions of the Terms of Service.

We may modify these terms as necessary to reflect updates to the Service, or changes in the law. We will post any such modifications to these terms on this page. If you do not agree with or accept the changes in the terms, you should discontinue your use of the Service.

These Terms create an agreement between us and you. They create no third-party beneficiary rights.

Waiver of any remedy for a breach of these Terms does not prevent us from taking action in the future.