

## Speechagain Subscription and Business Terms

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These Subscription and Business Terms are Additional Terms subject to Speechagain Inc.'s ("Speechagain") [Terms of Use](#) and [Privacy Policy](#), and govern any orders initiated or made via our Service ("Orders") of online subscriptions ("Subscriptions") that permit access to Speechagain's browser application or other online products. Other Additional Terms may apply. Any defined terms not defined in these Terms are defined by our [Terms of Use](#) and [Privacy Policy](#). Any amendments or additional terms must be agreed to by Speechagain in writing.

You shall be deemed to have accepted these terms by either placing an Order for the Subscriptions or any other Speechagain product, or by submitting payment for the Subscriptions or any other Speechagain product.

**Acceptance and Billing.** All billing information provided must be truthful and accurate. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY ORDER. By submitting an Order, you grant to Speechagain the right to provide such information to third parties for purposes of facilitating the completion of Orders initiated by you or on your behalf. Providing any false, untruthful or inaccurate information constitutes a breach of this agreement for which we may cancel your Order and seek other remedies to the fullest extent permitted by applicable law. When you place an Order it is an offer and we do not accept the offer until we have completed the transaction. Before accepting an Order we may request additional information from you and we reserve the right to reject Orders, or to cancel them after acceptance subject to providing you a full refund. Speechagain may request a pre-authorization for some Orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction. By confirming your purchase during the checkout process, you agree to accept and pay for the Order. If you are not charged sales tax on a purchase made via the Service, you may owe "use tax" to your state of residency. To be eligible to complete and online Order, you must be 18 years old.

**Subscription Delivery.** For each Subscription Order, you will receive a delivery confirmation email, which may contain additional information on how to access and use your Subscription.

**Subscription Duration and Automatic Renewals.** Subscription durations may have different ranges depending on your Subscription cycle preference (e.g., monthly, quarterly, yearly). Your Subscription will automatically renew at the beginning of each Subscription cycle unless you cancel the Subscription before the beginning of its next cycle. In order to avoid charges to your preferred payment method, you must cancel before a Subscription or Subscription renewal begins. Before your Subscription renews you will be sent a reminder notice specifying the price (plus processing and any applicable sales tax) and billing terms for the next Subscription cycle and your preferred payment method will be charged accordingly. Subscriptions can only be assigned to one user at a time; they cannot be shared. Upon expiration of a Subscription, access will be blocked.

**Payment Method.** By placing an Order, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If you subscribe to a Subscription that is reoccurring, you authorize us to charge your preferred payment method at the beginning of each Subscription cycle, depending on which Subscription cycle you purchase (e.g., monthly, quarterly, yearly). We reserve the right to automatically suspend or cancel your Order if we cannot verify the payment method you designate, or if it is invalid or otherwise not acceptable. Only valid payment methods specified by us may be used.

**Insufficient Funds.** If you have an insufficient amount of funds to complete an Order, we may at our sole discretion, cancel the entire Order or fulfill a partial Order using the amount of funds currently available, less any fees (if applicable) owed in connection with our execution of the Order.

**Pricing.** All prices are subject to change without notice. Such changes are applied prospectively and do not apply to your completed past Orders. Some prices may be limited time promotional discounts, which may apply to one Subscription cycle, but not to subsequent renewals of that Subscription cycle at which point the price may no longer be discounted. Such limited time promotional discounts are described at the time of your Order. Pricing errors may occur on the Service from time to time. All Orders must be accompanied by a form of payment. State sales tax will be applied as appropriate.

**Cancellations.** You may only cancel a Subscription before a Subscription cycle begins. For example, if you are set to begin a yearly Subscription in January, you may cancel the Subscription before January. Similarly, because Subscriptions automatically renew, you may cancel the Subscription before the renewal date. For example, if you are set to renew a Subscription in January, you may cancel the renewal before January. You may not cancel a Subscription that has already begun and has yet to end or renew.

To cancel a Subscription renewal you may do so through your online account or profile settings or contact us at [subscriptions@speechagain.com](mailto:subscriptions@speechagain.com).

To the fullest extent permitted by applicable law, we may refuse or cancel an Order for any reason including limitations on the quantity available, eligibility requirements, inaccuracies or errors in Speechagain-provided services or pricing information, or problems identified by our credit and fraud avoidance partners. To the fullest extent permitted by applicable law, Speechagain reserves the right to cancel any Orders containing pricing errors, with no further obligations to you, even after your receipt of an Order confirmation.

If your Order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

Speechagain may, at its discretion and as permitted by applicable law, either contact you for cancellation instructions or cancellation notification and receipt.

**Errors.** In the event of an error, whether via our Service, in an Order confirmation, in pricing, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your Order accordingly, subject to your right to cancel, or to cancel the Order and refund any amount received.

**Returns, Exchanges, and Refunds.** Speechagain does not generally accept requests for refunds. Pursuant to Speechagain's [Terms of Use](#), in the event Speechagain terminates your Subscription, Speechagain will offer a pro rata refund subject to your request for a return authorization. If Speechagain terminates your Subscription because you have violated the Terms of Use, including committing financial fraud, you may not be entitled to a pro rata refund as consistent with applicable law. If you cancel a Subscription that charges reoccurring payments to your preferred payment method and you are charged for a Subscription renewal you had previously canceled, we will offer a refund for the renewal amount. We are not obligated to accept or provide for any refunds, unless otherwise provided for in Additional Terms, or as required by law.

If we provide a Subscription refund and if you paid by credit card, your account will be credited for returned item(s) within 30 days of our confirmation of such refund. For all other forms of payment, Speechagain will issue a credit for returned item(s). Credits can remain on the account for up to 6 months, at which time a refund will be made by check.

**Security and Notification of Unauthorized Use.** You agree to maintain reasonable security measures to protect against unauthorized users gaining access to Subscriptions and the Subscription management application. You will promptly notify Speechagain if you become aware of any unauthorized use of the Subscriptions or Educational Products and Services or violation or threatened violation of Speechagain's intellectual property rights therein. You agree to cooperate with Speechagain and render such assistance as Speechagain may reasonably request to identify, halt and/or prevent any violation of such rights.

**Modification of Educational Products and Services.** Speechagain reserves the right to modify the Educational Products and Services at any time during the term of any Subscription for any reason whatsoever, including, without limitation, updating, correcting or general design modifications.

**Changes to this Agreement.** We may make changes to this agreement, including when there are changes in our Services, technology, law and regulation, or for other reasons. If we do, we will provide you notice of such changes by posting the updated Terms and changing the "Last Updated" date above, and you agree that is a sufficient form of notifying you of changes. Any changes become effective when posted unless a later date is provided in the posting, and apply prospectively to use of the Service after such changes become effective, except that, notwithstanding anything to the contrary, changes addressing new functions of our Service or changes made for legal reasons will be effective immediately. **IF YOU DO NOT AGREE TO ANY AMENDMENTS, YOU MUST DISCONTINUE USING THE SERVICE TO PURCHASE ONLINE ORDERS.**

#### **California Consumer Rights and Notices.**

*Civil Code 1789.03 Disclosure.* The Service is provided by Speechagain, or its parent, affiliates or subsidiaries, 433 Broadway, New York, NY 10013, USA. If you have questions or concerns with an Order, Subscription, or the Service, you may reach Speechagain at [legal@speechagain.com](mailto:legal@speechagain.com). At your request, you may receive our legal name, complete street address from which we conduct business, and return and refund policy within 5 days after we receive your request. You may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at (800) 952-5210, or the

California Department of Consumer Affairs Consumer Information Division at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

**Disclaimers.** AS PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND. Speechagain specifically disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. It is your responsibility to evaluate the accuracy and completeness of all information, opinions and other material contained in the Services. Speechagain does not warrant the Subscriptions will be error-free and uninterrupted. You acknowledge that you are solely responsible for any interruptions resulting from your computer system, software and connection to the internet.

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