

## Speechagain - Terms of Use

**Last Updated:** 09/20/2020

Please read these Terms of Use (“Terms”) carefully. These Terms set forth a legally binding agreement between you and Speechagain Inc. (“Speechagain”, “we”, or “us”), and govern a) your use of [www.speechagain.com](http://www.speechagain.com) and all corresponding subdomains, web pages and websites associated with the foregoing URL (the “Site”) and b) any online or mobile application and other content, applications, systems, features, functionality, software, information, products and services offered by us that link to these Terms, including interactive features, widgets, plug-ins, downloads, or any other services we offer or control (collectively the “Services”). By using the Site or the Services, you acknowledge and accept these Terms, and consent to the collection, use, and sharing of your data and other activities as described in our Services [Privacy Policy](#). By using the Site or the Services, downloading software or applications or completing the registration process, you understand and agree that (i) you have read and agree to be bound by these Terms, and (ii) you are of legal age to form a binding contract with us.

In some instances, such as when Speechagain offers contests, sweepstakes, giveaways, and other promotions, additional or different terms and/or conditions will apply to your use of the Services or to a Service or product offered via the Services (in each such instance, and collectively “Additional Terms”). If you do not wish to be bound by these Terms, and any applicable Additional Terms, do not use the Services.

These Terms are subject to change without notice. When such a change is made, we will update the “Last Updated” date at the top of this page. Your use of the Services following any such change constitutes your agreement to follow and be bound by the updated Terms.

### **1. Your Use of the Services**

**A. Creating an Account on the Services.** When you register for an account on the Services, and each time you log in to the Services thereafter, you agree:

- To these Terms and consent to our collection, use, and disclosure practices, and other activities as described in the Privacy Policy;
- You will provide and keep accurate, current, and complete information about yourself;
- You are solely responsible for all activities associated with your account or carried out by a user of your account, whether or not you authorized the activity;
- You will abide by the use restrictions set out in these Terms;
- You are solely responsible for maintaining the confidentiality of your Services access credentials and you will not share your credentials with any third party;
- You will immediately notify us [here](#) if your credentials are compromised or of any unauthorized use of your account;
- You will not sell, transfer, or assign your account or any account privileges; and
- We will not be liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

**B. Content.** The Services may contain (i) materials and other items relating to Speechagain and its Services including layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, and the “look and feel” of the Services such as the selection, compilation, assembly, arrangement, and enhancement of the Services; (ii) trademarks, logos, trade

names, trade dress, Services marks, and trade identities of various parties, including those of Speechagain; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All right, title, and interest in and to the Content available via the Services is the property of Speechagain, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

**C. Services Content Accuracy.** Speechagain will use reasonable efforts to include accurate and current information on the Services, but there may be occasions when information on the Services contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, and other matters. Speechagain reserves the right to correct any errors and to update Services information at any time. We apologize for any inconvenience such errors may cause you.

**D. Limited License.** Subject to your strict compliance with these Terms, Speechagain grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, or play the Content on a personal device, and retain one copy of the Content as it is displayed to you for your personal, non-commercial use only. The foregoing limited license does not give you any ownership of, or any other intellectual property interest in, any Content and may be immediately suspended or terminated for any reason, in Speechagain’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

**E. Restrictions.** If you are under the age of eighteen (18), then you are not permitted to use the Services or Content. You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, directives, and agreements that apply to your use of the Services and Content. You further agree that you will not: (i) use the Services or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Services or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Speechagain; (iii) harvest any information from the Services; (iv) reverse engineer or modify the Services; (v) interfere with the proper operation of or any security measure used by the Services; (vi) infringe any intellectual property or other right of any third party; (vii) use the Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms.

**F. Reservation of All Rights.** All rights not expressly granted to you are reserved by Speechagain and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of any Content or the Services for any purpose is prohibited.

**G. Telehealth Consent.** Telehealth involves the delivery of health care services using electronic communications, information technology, or other means between a health care provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or related patient education, and may include, but is not limited to i.) electronic transmission of health records, photo images, personal health information, or other data between a patient and health care provider; ii.) interactions between a patient and health care provider via audio, video, and/or data communications; and iii.) use of output data from health devices and/or diagnostic tools, sound, and video files.

## **2. Submissions**

You may be able to submit certain content to us through the Services, including in-time or prerecorded voice recordings and feedback or comments to us regarding your use of the Services (“Submissions”). Subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments (collectively, “HIPAA”) and related state-specific privacy laws and regulations, you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your Submissions and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You also irrevocably consent to our use and association of your name in connection with your Submissions and derivatives thereof. You agree to waive any moral rights that you may have in any Submission, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

Each time you submit any Submission, you represent and warrant that you have confirmed the accuracy of the Submission and that:

- You are at least eighteen (18) years old;
- If a Submission, such as a voice recording, contains information about another individual, such as their voice, you have obtained their consent to create the Submission and to submit the Submission, pursuant to our [Privacy Policy](#);
- You are the sole author and owner of the intellectual property and other rights to the Submission, or you have a lawful right to submit the Submission and grant Speechagain such rights therein;
- The Submission does not and, as to Speechagain’s permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party;
- The Submission will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person;
- You are not impersonating any other person, user, or company; and
- You will not submit Submissions that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresent your identity or affiliation with a person or company.

## **3. Restrictions and Prohibited Uses**

You agree that, except as otherwise authorized, you will not:

### *Site Use Restrictions*

- Use the Services for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, or selling products);
- Engage in any activities through or in connection with the Services that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Speechagain;

- Decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, hidden text, or algorithms of the Services by any means whatsoever or modify any software (in either object code or source code) or other products, Services, or processes accessible through any portion of the Services;
- Engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, Speechagain, or other users of the Services;
- Interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) or any other feature that restricts or enforces limitations on use of or access to the Services or the Content;
- Harvest or otherwise collect or store any information (including personally identifiable information about other users of the Services, without the express consent of such users);
- Attempt to gain unauthorized access to the Services, or other computer systems or networks connected to the Services;
- Use the Services to transmit information that is in any way false, fraudulent, or misleading;
- Otherwise violate these Terms;

*With respect to Content use restrictions, you will not:*

- Monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Services by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind;
- Frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout);
- Remove any copyright and other intellectual property notices contained in such Content;
- Copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of Speechagain; or
- Insert any code or product to manipulate such Content in any way that adversely affects the Services.

Speechagain in its sole discretion and without advance notice, may immediately suspend or terminate the availability of the Services and/or Content (and any elements or features of the same), in whole or in part, for any reason and without liability.

#### **4. Third-Party Interactions**

**A. Third-Party Content and Services.** The Services may display, include, or make available content, data, information, applications, or materials from third parties or provide links to certain third-party content that is not owned, controlled, or operated by Speechagain. Any interactions, transactions, or other dealings that you engage in with any third parties found on or through the Services are solely between you and the third party.

By using the Services, you acknowledge and agree that Speechagain is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of third-party Services. You hereby agree to indemnify Speechagain against all claims, injury, and/or damages arising out of your use of any third-party Services.

**B. Business Transactions.** We reserve the right to transfer any information we obtain through the Services in the event of a joint venture, partnership, merger, or other collaboration with another organization, or in the event we sell or transfer all or a portion of our business or assets (e.g., further to a reorganization, liquidation, or any other business transaction, including negotiations of such transactions).

## **5. LIMITATION OF LIABILITY**

IN NO EVENT WILL SPEECHAGAIN, OR ITS AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS, AND/OR EMPLOYEES (COLLECTIVELY, "SPEECHAGAIN"), OR ANY THIRD-PARTY PROVIDER OF SERVICES, TOOL, OR PRODUCT OFFERED THROUGH OR IN CONNECTION WITH THE SERVICES (EACH A "THIRD-PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM: (A) OUR SERVICES, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SERVICES, TOOLS, OR SERVICES WE PROVIDE, OR ANY THIRD-PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SERVICES, BY YOU OR ANY THIRD PARTY, (E) YOUR FAILURE TO KEEP YOUR SERVICES ACCESS CREDENTIALS SECURE AND CONFIDENTIAL, (F) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, OR IN CONNECTION WITH, THE SERVICES, AND/OR (G) INTERACTION BETWEEN OUR SERVICES AND ANY THIRD-PARTY SERVICES, BY A TOOL OR SERVICES ON OUR SERVICES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

## **6. DISCLAIMERS**

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SITES AND SERVICES IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, SPEECHAGAIN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH OR OTHERWISE RELATED TO THE SERVICES OR, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES OR ANY LINKED SERVICES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONALITY OF THE SERVICES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES IS FREE OF VIRUSES, MALICIOUS SOFTWARE, OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THESE SERVICES IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR PERSONAL INFORMATION MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR OTHER CONTENT TO US AND/OR BY POSTING INFORMATION ON THE SERVICES NO

CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED, OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND SPEECHAGAIN OTHER THAN PURSUANT TO THESE TERMS.

Our goal is to voluntarily provide helpful and accurate information and services for people who stutter, but we make no endorsement, representation, or warranty of any kind about any of our content, information, or Services. The accuracy of the data collected, and Services provided is not intended to match that of medical devices or scientific measurement devices. We are, therefore, not responsible for the accuracy, reliability, availability, effectiveness or correct use of information you receive through the Site and Services. In particular, when we provide services in relation to the onboarding or registration processes, these services are for technical (not: therapeutic) purposes only and should not replace your good judgement and common sense. The Services are not intended to diagnose, treat, cure, or prevent any disease or irregularity of any kind. If you have a medical or pathologic condition or if you are insecure about pathologic consequences of the use of the Services, do not use the Services or consult a doctor or therapist before using the Services. If you feel physically or psychologically uncomfortable with the use of the Services, stop using the Services and consult with a medical professional or a certified speech language pathologist. We are not responsible for any health, mental or speech problems that may result from our Services.

**A. Healthcare Disclaimer.** The health information on this site is provided as an information resource only and is not to be used or relied on for any diagnostic or treatment purposes. This information is not intended to be patient education, does not create any patient-physician relationship, and should not be used as a substitute for professional diagnosis and treatment. Please consult your health care provider before making any healthcare decisions or for guidance about a specific health condition. Speechagain expressly disclaims responsibility, and shall have no liability, for any damages, loss, injury, or liability whatsoever suffered as a result of your reliance on the information contained in this site. Speechagain does not endorse specifically any test, treatment, health care provider, products, procedures, opinions, or other information mentioned on the site. Never disregard professional health advice or delay in seeking it because of something you have read on this site.

**7. HIPAA Terms and Conditions.** HIPAA governs the use and transmission of individually identifiable health information including "Protected Health Information" as that term is defined in HIPAA. You acknowledge that Protected Health Information requires special safeguarding and you agree to abide by the laws of your company, state, and HIPAA regarding the protection and disclosure of Protected Health Information that is collected, compiled, and/or maintained by Speechagain. For information on how Speechagain handles the confidentiality of your records containing Protected Health Information, including uses and disclosures, please request a copy of our HIPAA Notice of Privacy Practices by email [legal@speechagain.com](mailto:legal@speechagain.com).

## **8. Indemnification**

You agree to defend, indemnify, and hold harmless Speechagain from and against any and all claims, liabilities, damages, losses, costs, and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your use of the Services; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (vi) any misrepresentation made by you. Speechagain reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You will not in any event settle any claim without the prior written consent of Speechagain and you agree to cooperate with our defense of any such claim.

## **9. Dispute Resolution**

**A. Arbitration.** Any and all disputes between you and Speechagain of any nature or arising out of any transaction or relationship, including but not limited to those related to this Services or these Terms of Use, shall be resolved by arbitration in accordance with the provisions of this Section. BY USING THE SERVICES AND AGREEING TO ARBITRATION YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. You and Speechagain expressly delegate to the arbitrator the authority to determine the arbitrability of any dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending an email to [legal@speechagain.com](mailto:legal@speechagain.com) or sending a letter requesting arbitration to:

Speechagain  
Attn: Legal  
433 Broadway  
New York, NY 10013

You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. Speechagain will reimburse those fees for claims totaling less than \$10,000. Speechagain waives its right to seek attorneys’ fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement shall survive the termination of this Agreement or your use of the Services. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

**B. Class Action Waiver.** DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATIONS OR OTHER PROCEEDINGS THAT INVOLVE ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. YOU AND SPEECHAGAIN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **10. Complete Agreement and Severability**

Unless otherwise specified, these Terms constitute the entire agreement between you and Speechagain. If any part of these Terms is held illegal or unenforceable, the remainder of the Terms shall be unaffected and shall continue to be fully valid, binding, and enforceable. The failure of Speechagain to act with respect to a breach by you or others does not waive Speechagain’s right to act with respect to subsequent or similar breaches. Speechagain’s failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## **11. Investigations; Cooperation with Law Enforcement**

Speechagain reserves the right to investigate and prosecute any suspected or actual violations of these Terms. Speechagain may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.

## **12. International Issues**

Speechagain controls and operates the Services from its U.S.-based offices, and Speechagain makes no representation that the Services are appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. We reserve the right to limit the availability of the Services and/or the provision of any content, program, product, service, or other feature described or available on the Services to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide.

## **13. Contact Us**

Any questions regarding these Terms may be directed to:

Speechagain  
Attn: Legal  
433 Broadway  
New York, NY 10013  
[legal@speechagain.com](mailto:legal@speechagain.com)