

# TERMS OF SERVICE



ChatPal

Make small talk chat

## Consent:

CeeChat, LLC a company based in Houston, Texas, is the owner and operator of [www.ChatPalApp.com](http://www.ChatPalApp.com) and the ChatPal mobile app (collectively "ChatPal", the "ChatPal Service", or the "Service"). By using this Service, you acknowledge and agree to these terms of service, and to CeeChat's Privacy Policy, which are incorporated herein by reference. If you do not agree with any of these terms, please do not use this Service.

## Arbitration:

If you are a ChatPal user located in the United States, our terms contain a binding arbitration provision, which states that, except if you opt out and except for certain types of disputes, ChatPal and you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

## Acceptable Use and Content: User may NOT:

- Violate any law or regulation.
- Send unsolicited or unauthorized advertising or commercial communications, such as spam.
- Engage in harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services or to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site or Services
- Use automated methods to use the Site or Services. Stalk, harass, bully, intimidate, or harm another user.
- Post unlawful, harmful, obscene, or pornographic content. Impersonate someone.
- Post content that is hateful, threatening, harmful, and incites violence; or contains graphic or gratuitous violence.
- Use ChatPal to do anything unlawful, misleading, malicious, or discriminatory.
- Post content you do not have the right to transmit.
- Post content that infringes on trademarks or copyrights.
- Post viruses or malicious scripts or link bait.
- Attempt to circumvent any technological measure implemented by ChatPal or any of ChatPal's providers or any other third party (including another user) to protect the Site or Services.
- Advocate, encourage, or assist any third party in doing any of the foregoing.

## Rights Reserved:

ChatPal reserves the right to close and delete any user account or remove portion or all of the features in the application without any notice. ChatPal reserves the right to:

- Cancel accounts of users who violate the Terms of Service
- View chats/messages ONLY for the purposes of fixing issues, to respond to complaints about Terms of Service violations, or when required to do so by law.
- Remove objectionable content without notice. ChatPal can remove any content or information you post at ChatPal if we believe that it violates our Terms of Service.
- ChatPal reserves the right to ban groups and users that do not comply with its Terms of Service as assessed in ChatPal's sole discretion and interpretation of its Terms of Service. Users may not be notified when this occurs.
- While we have the right to monitor activity and content associated with ChatPal, we are not obligated to do so.
- Users may be exposed to, what they consider, offensive or objectionable content. We do not guarantee the accuracy, integrity or quality of any content submitted by users. Nor do we endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications on ChatPal.
- We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or subscriptions. We also, however, reserve the right not to take any action.
- Under no circumstances will we 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, access to, or denial of access to any content on ChatPal.

## **Age:**

You must be at least 13 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

## **Devices and Software:**

You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

## **Data Charges and Mobile Phones:**

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

## **Intellectual Property:**

You agree that the Services, including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by ChatPal and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services for personal, noncommercial uses in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorized.

## **Content Review:**

You acknowledge that, in order to ensure compliance with legal obligations, ChatPal may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, ChatPal otherwise has no obligation to monitor or review any content submitted to the Services.

## **Communicating a Promotion:**

If you use ChatPal to communicate or administer a promotion (ex: a contest or sweepstakes), you are responsible for the lawful operation of that promotion, including: the official rules; Offer terms and eligibility requirements (ex: age and residency restrictions); and compliance with applicable rules and regulations governing the promotion and all prizes offered (ex: registration and obtaining necessary regulatory approvals).

### **Required Content: Promotions on ChatPal must include the following:**

- + A complete release of ChatPal by each entrant or participant; and
- + Acknowledgement that the promotion is in no way sponsored, endorsed, administered by or associated with ChatPal.

#### Administration of a Promotion

- + Promotions may be administered on Pages, Groups, Events, or within apps on ChatPal.

#### Assisting Promotions

- + ChatPal will not assist you in the administration of your promotion, and you agree that if you use our service to administer your promotion, you do so at your own risk

### **Use of third-party sites:**

ChatPal Terms of Service and Privacy Policy are in force and applicable for all times when users are specifically within ChatPal and not engaged in any activity with third party sites. When connected to and engaged in third party sites through ChatPal, you agree and understand that while you are posting, commenting, sharing, etc., content with third party sites, you and your content are in those moments under the legal authority of that party site and the privacy and terms policies of that site. This also applies if you click on an advertisement or coupon. ChatPal is not responsible or liable for any damage or loss related to your use of any third-party website or online service.

### **Privacy:**

Your personal privacy and data privacy are very important to us. You are responsible for maintaining the confidentiality of your ChatPal account information, including your username and password, as applicable. You are responsible for all activities that occur under your ChatPal account and you agree to notify ChatPal immediately of any unauthorized access or use of your ChatPal account. ChatPal is not responsible or liable for any damage or loss related to any unauthorized access or use of your ChatPal account. For more information on the importance and protection of your privacy at ChatPal, please see our Privacy Policy.

### **Content Ownership and Use:**

Materials, including but not limited to text, data, images, graphics, photos, audio, audiovisual, videos, and content of any nature provided by users of ChatPal ("User Submissions") are owned by the party contributing such content. As a user of ChatPal, you are solely responsible for your own submissions. By transmitting your submissions or otherwise through or using ChatPal you represent that you have all rights and authorizations necessary to post, submit, display, produce, or otherwise transmit, such content. You agree that you will not submit material that is or contains the intellectual property of a third party that you do not have permission to use. You promise that your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. You understand that all information posted or transmitted through ChatPal is the sole responsibility of the person from which such content originated and that we are not and will not be liable for any errors or omissions in any content. You understand that we cannot guarantee the identity of users or the accuracy of any data that users may provide any other users with whom you interact in the course of using ChatPal. We process any data you explicitly enter into the site including your full name, email address, profile information, posts, comments, photos, voice recordings, videos, files, emojis, etc. for the sole purpose of serving and providing you with the full experience of ChatPal.

### **Passwords:**

You are responsible for safeguarding the password that you use to access ChatPal and for any activities or actions under your password, as applicable. ChatPal cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

### **Data Security:**

ChatPal uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to ChatPal and you do so at your own risk. Once we receive your transmission of information, ChatPal makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If ChatPal learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. ChatPal may post a notice on the ChatPal Site or through the ChatPal Service if a security breach occurs.

### **ChatPal Log Data:**

When you use our Services, we may receive information ("Log Data") such as your IP address, GPS coordinates, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, and device information (including device and application IDs). ChatPal may use Log Data to provide, understand, and improve our Services.

### **Account Deletion:**

At all times you have an easy way to opt out of our service and delete your account as well as ALL of your Content Data, if you do not wish to continue using our services. You can find this in your "Settings" where it says "Delete My Account" or "Reset Profile." When you delete any of your Content Data, or delete your entire account, we delete your Content Data from our production servers as soon as is technically possible.

### **ChatPal Invitations:**

You also have the choice to give the ChatPal App permission at your request to access your address book to invite your contacts to try out ChatPal. We do not retain any details of the address book on our end.

### **Notification of Requests for Account Information:**

ChatPal's policy is to notify users of requests for their account information, which includes a copy of the request, prior to disclosure unless we are prohibited from doing so (e.g., an order under 18 U.S.C. § 2705(b)). Exceptions to prior notice may include exigent or counterproductive circumstances (e.g., emergencies; account compromises, etc.). We may also provide post-notice to affected users when prior notice is prohibited. Law Enforcement Seeking Customer Data (Worldwide): ChatPal is legally required to turn over customer data that it hosts when it receives valid legal process from a law enforcement authority with jurisdiction.

### **ChatPal Rights:**

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of ChatPal and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries, as and if applicable. Nothing in the Terms gives you a right to use the ChatPal name or any of the ChatPal trademarks, logos, domain names, and other distinctive brand features, as and if applicable. Any feedback, comments, or suggestions you may provide regarding ChatPal, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

### **Indemnity:**

By accepting these Terms of Service, you agree to indemnify and otherwise hold harmless ChatPal, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) your use of ChatPal; ii) unauthorized access to or alteration of your communications with or through ChatPal, or iii) any other matter relating to ChatPal. Any business transactions which may arise between users from their use of ChatPal are the sole responsibility of the users involved, and we disclaim any and all responsibility for such transactions. You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will our total cumulative liability exceed US \$15.00.

### **Ownership of Services:**

We own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services ("ChatPal Content"); and (b) ChatPal's trademarks, logos, and brand elements ("Marks"). The Site and Services, ChatPal Content, and Marks are all protected under U.S. and international laws, as applicable. You agree not to display or use applicable trademarks in any manner without our prior written permission.

**Other Items:**

ChatPal will not be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control. If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions. The failure of ChatPal to enforce any right or provision of these Terms will not prevent ChatPal from enforcing such right or provision in the future.

**Future Revisions:**

ChatPal reserves the right, in our sole discretion to modify these Terms, effective upon the date a revised Terms of Service is posted on the mobile app or website with notice to you, the User, of such modification. Your continued use of the Service constitutes your binding acceptance of the terms and conditions of this Agreement, as they are amended, revised and posted periodically. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

**Governing State and Courts:**

These Terms will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Houston, Texas. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

**Disclaimers:**

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed. The services are provided "as is" and "as available" and to the extent permitted by law without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, while ChatPal attempts to provide a good user experience, we do not represent or warrant that: (A) the services will always be secure, error-free, or timely; (B) the services will always function without delays, disruptions, or imperfections; or (C) that any content, user content, or information you obtain on or through the services will be timely or accurate.

**Contact Information:**

CeeChat, LLC, Attn: Legal, Email: [rc@chatpalapp.com](mailto:rc@chatpalapp.com)