

# Girl Talk User Agreement

**Effective November 22, 2020. Last Updated November 22, 2020.**

**Girl Talk aims to be a safe place for women worldwide. This User Agreement and your conduct make that possible.**

Hi, Girl Talk users! This Girl Talk User Agreement (“**Terms**”) applies to your access to and use of the website, emails, and other online products and services (collectively, the “**Services**”) provided by Girl Talk, Inc. (“**Girl Talk**,” “**we**,” “**us**,” or “**our**”).

Remember Girl Talk is for fun and is intended to be a place for your well-being and entertainment, but we still need some basic rules. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.

Please take a look at Girl Talk’s Privacy Policy too—it explains how and why we collect, use, and share information about you when you access or use our Services.

## 1. Your Access to the Services

Users under the age of 18 are not allowed to create an Account or otherwise use the Services. Additionally, you must be over the age required by the laws of your country to create an account or otherwise use the Services, or we need to have received verifiable consent from your parent or legal guardian.

If you are accepting these Terms on behalf of another legal entity, including a business or government entity, you represent that you have full legal authority to bind such entity to these Terms.

## 2. Your Use of the Services

Girl Talk grants you a personal, non-transferable, non-exclusive, revocable, limited license to use and access the Services solely as permitted by these Terms. We reserve all rights not expressly granted to you by these Terms.

Except as permitted through the Services or as otherwise permitted by us in writing, your license does not include the right to:

- license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Content;
- modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services or Content; or

- access the Services or Content in order to build a similar or competitive website, product, or service

We reserve the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality of the Services will be subject to these Terms, which may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

### 3. Your Girl Talk Account and Account Security

To our Services, you are required to create a Girl Talk account (an “**Account**”) and provide us with a username, password, and certain other information about yourself as set forth in the Privacy Policy.

You are solely responsible for the information associated with your Account and anything that happens related to your Account. You must maintain the security of your Account and immediately notify Girl Talk at [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com) if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with your Account.

You will not license, sell, or transfer your Account without our prior written approval.

### 4. Your Content

The Services may contain information, text, links, or other materials (“**Content**”), including Content created or submitted to the Services by you or through your Account (“**Your Content**”). We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any of Your Content.

By submitting Your Content to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant Girl Talk the following license to use that Content:

When Your Content is created with or submitted to the Services, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, perform, and display Your Content and any name, username, voice, or likeness provided in connection with Your Content in all media formats and channels now known or later developed anywhere in the world. This license includes the right for us to make Your Content available for syndication, broadcast, distribution, or publication by other companies, organizations, or individuals who partner with Girl Talk. You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

Any ideas, suggestions, and feedback about Girl Talk or our Services that you provide to us are entirely voluntary, and you agree that Girl Talk may use such ideas, suggestions, and feedback without compensation or obligation to you.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete or remove Your Content at any time and for any reason, including for violating these Terms, violating our Content Policy, or if you otherwise create or are likely to create liability for us.

## 5. Third-Party Content, Advertisements, and Promotions

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users (“**Third-Party Content**”). Third-Party Content is not under our control, and we are not responsible for any third party’s websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Your Content.

## 6. Things You Cannot Do

When using or accessing Girl Talk, you must comply with these Terms and all applicable laws, rules, and regulations. Please review the Content Policy, which are part of these Terms and contain Girl Talk’s rules about prohibited content and conduct. In addition to what is prohibited in the Content Policy, you may not do any of the following:

- Use the Services in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the Services.
- Gain access to (or attempt to gain access to) another user’s Account or any non-public portions of the Services, including the computer systems or networks connected to or used together with the Services.
- Upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features.
- Use the Services to violate applicable law or infringe any person’s or entity’s intellectual property rights or any other proprietary rights.
- Access, search, or collect data from the Services by any means (automated or otherwise) except as permitted in these Terms or in a separate agreement with Girl Talk.
- Use the Services in any manner that we reasonably believe to be an abuse of or fraud on Girl Talk or any payment system.

We encourage you to report content or conduct that you believe violates these Terms or our Content Policy to [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com). We also support the responsible reporting of security vulnerabilities. To report a security issue, please email [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com).

## 7. Copyright, Trademark, the DMCA, and Takedowns

Girl Talk respects the intellectual property of others and requires that users of our Services do the same. We have a policy that includes the removal of any infringing material from the Services and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers. If you believe that anything on our Services infringes a copyright or a trademark that you own or control, you may notify Girl Talk at [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com).

Also, please note that if you knowingly misrepresent that any activity or material on our Service is infringing, you may be liable to Girl Talk for certain costs and damages.

If we remove Your Content in response to a copyright or trademark notice, we will notify you via the email you provided upon creating Your Account. If you believe Your Content was wrongly removed due to a mistake or misidentification in a copyright notice, you can send a counter notification to [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com). Please see 17 U.S.C. § 512(g)(3) for the requirements of a proper counter notification.

## 8. Indemnity

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our directors, officers, employees, affiliates, agents, contractors, third-party service providers, and licensors (the “**Girl Talk Entities**”) harmless from any claim or demand, including costs and attorneys’ fees, made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) Your Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## 9. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GIRL TALK ENTITIES DO NOT WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE. GIRL TALK DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY CONTENT AVAILABLE ON OR LINKED TO THE SERVICES OR THE ACTIONS OF ANY THIRD PARTY OR USER, INCLUDING MODERATORS. WHILE GIRL TALK ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## 10. Limitation of Liability

IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL THE GIRL TALK ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE GIRL TALK ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) OR ANY AMOUNT YOU PAID GIRL TALK IN THE PREVIOUS SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF THE GIRL TALK ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **11. Governing Law and Venue**

We want you to enjoy Girl Talk, so if you have an issue or dispute, you agree to raise it and try to resolve it with us informally. You can contact us with feedback and concerns at [hello@weneedtogirltalk.com](mailto:hello@weneedtogirltalk.com).

Except for the government entities listed below, any claims arising out of or relating to these Terms or the Services will be governed by the laws of Florida, without regard to its conflict of laws rules. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in West Palm Beach, Florida, and you consent to personal jurisdiction in these courts.

### **Government Entities**

If you are a U.S. city, county, or state government entity, then this Section 13 does not apply to you.

If you are a U.S. federal government entity, any claims arising out of or relating to these Terms or the Services will be governed by the laws of the United States of America without regard to its conflict of laws rules. To the extent permitted by federal law, the laws of Florida (other than its conflict of law rules) will apply in the absence of applicable federal law. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in West Palm Beach, Florida.

## 12. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the revised Terms and update the Effective Date above. If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account (if you have chosen to provide an email address) or by otherwise providing notice through our Services. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

## 13. Additional Terms

Because we offer a variety of Services, you may be asked to agree to additional terms before using a specific product or service offered by Girl Talk (“**Additional Terms**”). To the extent any Additional Terms conflict with these Terms, the Additional Terms govern with respect to your use of the corresponding Service.

## 14. Termination

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing use of all Services. If you stop using the Services without deactivating your Account, your Account may be deactivated due to prolonged inactivity.

We may suspend or terminate your Account, moderator status, or ability to access or use the Services at any time for any or no reason, including for violating these Terms or our Content Policy.

The following sections will survive any termination of these Terms or of your Account: 4 (Your Content), 6 (Things You Cannot Do), 10 (Indemnity), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Governing Law and Venue), 16 (Termination), and 17 (Miscellaneous).

## 15. Miscellaneous

These Terms constitute the entire agreement between you and us regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be illegal, invalid, or unenforceable, the rest of the Terms will remain in effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign any of our rights and obligations under these Terms.

## Contact Information

We Need to Girl Talk, LLC.

15603 86th Way North

West Palm Beach, FL 33418, United States