

Reata Terms of Use

Agreement between user and Speech Morphing Systems, Inc.

Welcome to Reata. The Reata website and associated software and services (the "Service" or "Services") are operated by Speech Morphing Systems Inc. ("Speech Morphing Systems") and are offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of the Service constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Reata is a Audio Translation Website and Translation Service

The Service translates audio from one language to another. Speech Morphing may store, transmit, or modify your voice as part of your use of the Apps. Your use of the Service indicates your acceptance of the Service storing, transmitting, or modifying your voice. Speech Morphing will use your voice only in connection with your usage of the Service.

Privacy

Your use of the Service is subject to Speech Morphing Systems' Privacy Policy. Please review our Privacy Policy which also governs the Service and informs users of our data collection practices.

Electronic Communications

Accessing the Service or sending emails to Speech Morphing Systems constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Service, satisfy any legal requirement that such communications be in writing.

Your account

If you use this Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and other electronic devices used to access the Service, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Speech Morphing Systems is not responsible for third party access to your account that results from theft or misappropriation of your account. Speech Morphing Systems and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. Speech Morphing Systems does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 13, you may use the Service only with permission of your parent or guardian.

Third party Services/Apps/Websites

The Service may contain links to third party websites, apps or other services ("Linked Service" or "Linked Services"). The Linked Services are not under the

control of Speech Morphing Systems and Speech Morphing Systems is not responsible for the contents of any Linked Service, including without limitation, any link contained in a Linked Service or any changes or updates to a Linked Service. Speech Morphing Systems is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by Speech Morphing Systems of the Linked Service or any association with its operators.

Certain services made available via the Service are delivered by third party websites, mobile applications and organizations. By using any product, service or functionality originating from the Service, you hereby acknowledge and consent that Speech Morphing Systems may share such information and data with any third party with whom Speech Morphing Systems has a contractual relationship to provide the requested product, service or functionality on behalf of the Service users and customers.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Service strictly in accordance with these Terms of Use (the "Terms"). As a condition of your use of the Service, you warrant to Speech Morphing Systems that you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is the property of Speech Morphing Systems or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Service. Speech Morphing System's content is not for resale. Your use of the Service does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Speech Morphing Systems and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Speech Morphing Systems or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Speech Morphing Systems from our offices in the City of Campbell, County of Santa Clara, County of the United States. If you access the the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use

the the Service in any country, or in any manner, if doing so is prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Speech Morphing Systems, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Service, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Speech Morphing Systems reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Speech Morphing Systems in asserting any available defenses.

For entertainment only

Users of the Service do so at their own risk. The Service is intended solely for entertainment purposes and may not be used as a substitute for professional translation services. Use of the Service in connection with emergency services or for legal, financial or medical translation is strictly prohibited.

Scope and Purpose of Disclaimer

This disclaimer document governs your use of this Service. By using the Service you agree to, and accept this disclaimer in full. If you disagree with any part of this disclaimer, do not use the Service, as that condition prohibits you from doing so. Speech Morphing reserves the right to modify these terms at any time, and thus, you should check for changes before proceeding to the Service. By using the Service after changes have been made to this document, you agree to accept those changes, whether or not you have reviewed them.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES AND/OR TRANSLATION ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SPEECH MORPHING SYSTEMS AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME. SPEECH MORPHING SYSTEMS AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE TRANSLATION OR INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SERVICE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW/ ALL SUCH TRANSLATION, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SPEECH MORPHING SYSTEMS AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, TRANSLATION ACCURACY, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPEECH MORPHING SYSTEMS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, TRANSLATION ERRORS, LOSS OF DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPEECH MORPHING SYSTEMS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

Termination/access restriction

Speech Morphing Systems reserves the right, in its sole discretion, to terminate your access to the Service and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction of the courts in California, and exclusive venue in Santa Clara County, State of California in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Speech Morphing Systems as a result of this agreement or use of the Service. Speech Morphing Systems's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Speech Morphing Systems's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Speech Morphing Systems with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Speech Morphing Systems with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether

electronic, oral or written, between the user and Speech Morphing Systems with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Speech Morphing Systems reserves the right, in its sole discretion, to change the Terms under which the Service is offered. The most current version of the Terms will supersede all previous versions. Speech Morphing Systems encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Speech Morphing Systems welcomes your questions or comments regarding the Terms:

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