

Terms of **Service**

Effective April 1, 2025

Purpose of Service

Talk Fusion®, Inc. provides Users with Video Email Services (the “Products and Services”). Unless explicitly stated otherwise, any new features that enhance the current version of the Products and Services, including the release of new features, shall be subject to the Terms of Service. User understands and agrees that the Products and Services are provided “as is” and that Talk Fusion assumes no responsibility for: the failure to store any User communications or personalization settings, for loss or damage to User’s data, messages, or property of any nature.

User Obligation

In consideration of use of Talk Fusion Products and Services, User agrees to: (a) provide true, accurate, current and complete information as required on the User Application and (b) maintain and promptly update the User profile to keep it accurate, updated and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, Talk Fusion has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Talk Fusion has the right to suspend or terminate User’s account and refuse any and all current or future use of the Products and Services.

Account Modifications

In consideration of use of Talk Fusion Products and Services, User agrees to: (a) provide true, accurate, current and complete information as required on the User Application and (b) maintain and promptly update the User profile to keep it accurate, updated and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, Talk Fusion has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Talk Fusion has the right to suspend or terminate User’s account and refuse any and all current or future use of the Products and Services.

Passwords

User is responsible for maintaining the confidentiality of the password and is fully responsible for all activities that occur under User’s account. Talk Fusion is not responsible for any misappropriation, loss or damage of any other nature caused in whole or in part from User’s failure to maintain the confidentiality of User’s password. Users waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against Talk Fusion, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to such failure by a User. You may change your password by logging into your Talk Fusion Account at any time.

Inactive Accounts

If a Talk Fusion Video Email Account is inactive for a period of 60 days or greater, Talk Fusion reserves the right to delete all account records which include any video content.

Conducts

User acknowledges that Talk Fusion cannot possibly review all content before it is sent, but that Talk Fusion and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via Talk Fusion. Specifically, User agrees not to use the Products and Services to transmit or communicate any form of abusive, obscene, vulgar, defamatory, libelous, slanderous, hateful, threatening, harassing, or sexually oriented content, or involving racial, sexual, or religious discrimination, including any other material that may violate any applicable laws or be determined to be generally offensive by reasonable moral standards. User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated.

This means that the User and not Talk Fusion, is entirely responsible for all content that the User emails, transmits or otherwise makes available via the Products and Services. Talk Fusion does not control the content transmitted via the Products and Services and, as such, does not guarantee the accuracy, integrity or quality of such content, nor does it endorse the content in any fashion. Under no circumstances will Talk Fusion be liable in any way for any content, including, but not limited to, any errors or omissions, or for any loss or damage of any kind incurred as a result of the use of any content, emailed, transmitted or otherwise made available via Talk Fusion.

User agrees to not use the Products and Services to: (I) email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (II) harm minors in any way; (III) Email, transmit or otherwise make available any unauthorized advertising, promotional materials, “junk mail,” or “spam” (IV) impersonate any person or entity, including, but not limited to, a Talk Fusion employee, official, or falsely state or otherwise misrepresent its affiliation with a person or entity; (V) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Talk Fusion; (VI) email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (VII) email, transmit or otherwise make available any content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (VIII) e-mail, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights.

(“Rights”) of any party or third party; (IX) “stalk” or otherwise harass another or collect or store personal data about other Users; interfere with or disrupt the Talk Fusion product or servers or networks connected to Talk Fusion, or disobey any requirements, procedures, policies or regulations of networks connected to Talk Fusion; (XI) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations set forth by the U.S. Securities and Exchange Commission, The Federal Communications Commission and any rules of any national or other securities exchange.

Spamming Prohibited

Users may not distribute content by use of the distribution lists or to any person or entity who has not given specific permission to be included in such process. Spamming or distribution of chain letters or junk mail is prohibited. Users may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable federal, state, local, national, or international law or regulation. Users may not, directly or indirectly, send emails or other forms of commercial electronic messages to any person or entity in violation of any federal or state law. Failure to respond to a SPAM notice shall also constitute grounds for immediate suspension or termination of User's account.

International Laws

User agrees to comply with all local rules and laws regarding online conduct and acceptable content. Specifically, but without limitation, User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which it resides and/or originates.

Warranties, Limitations of Liability, Indemnification

Disclaimer of Warranties

Talk Fusion warrants to Users that the Talk Fusion Products as and when delivered by Talk Fusion shall be free from material defects. Talk Fusion's sole obligation to Users, and Users' sole and exclusive remedy for breach of this warranty shall be to return any defective Talk Fusion Products and receipt of a replacement or refund as described in Section 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALK FUSION HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE TALK FUSION PRODUCTS, THE PROGRAM, TALK FUSION MARKETING MATERIALS, TALK FUSION GEAR, TALK FUSION BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

18.2. Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A USER OR TALK FUSION (INCLUDING ANY OF ITS AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, REFERRED TO AS "RELATED PARTIES") BE LIABLE TO ANY PARTY, PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE USER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE TALK FUSION PRODUCTS, THE PROGRAM, TALK FUSION MARKETING MATERIALS, TALK FUSION GEAR, OR TALK FUSION BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE USER OR TALK FUSION (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

18.3. Indemnification

Each User agrees to indemnify, defend, and hold harmless Talk Fusion (together with its Related Parties as defined in Section 18.2), its agents, other Users, stockholders, members, employees, directors, officers, and attorneys (collectively “Indemnified Parties”) from and against any and all losses or liabilities (including attorney’s fees) they may suffer or incur as a result of such User’s breach or alleged breach of the Agreement, including, without limitation, any terms or conditions of these Terms of Use.

Talk Fusion Terms of Service require Users to indemnify and hold harmless Talk Fusion against any losses, damages, or liabilities, including legal fees, arising from trademark infringement related to content creation and-or content sent through their service. This includes situations where a user’s content infringes on a third party’s trademark or where a user’s actions related to the service cause a third party to claim trademark infringement.

Here’s a more detailed breakdown:

- **User Responsibility:**

Users are responsible for ensuring their content doesn’t infringe on any third-party intellectual property, including trademarks. Talk Fusion is not liable for the content sent by Users.

- **Indemnification Clause:**

Talk Fusion’s Standard Terms of Use explicitly states that users agree to indemnify, defend, and hold Talk Fusion harmless against any losses, damages, judgments, fines, and costs (including legal fees) related to trademark infringement arising from their use of the service.

- **Scope of Indemnification:**

This indemnification extends to multiple scenarios, including:

- Users’ failure to comply with Talk Fusion’s Terms of Service.
- Acts or omissions of any contact connected through Talk Fusion.
- Any third-party claims of trademark infringement related to the User’s content or use of the service.

18.4. Limitations Period

Any action, including any action against one, all or some of the Related Parties, whether based in tort, contract, equity or some other ground, arising out of or relating the Agreement or any business relationship between a User and Talk Fusion, must be brought within one (1) year from the date on which the claimant knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time period shall extinguish and bar all claims based on the conduct. The Parties waive all claims, objections or defenses that any other limitations period is applicable.

18.5 Waivers

The waiver by either party of a breach of or a default under any provision of the Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18.6. Force Majeure

Talk Fusion shall not be responsible for delays or failures in performance caused by circumstances beyond a party’s control such as strikes, acts of God, labor difficulties, fire, war, or government decrees.

Ownership, Reservation of Rights

Nothing in this Agreement shall be construed to grant User any ownership rights, by license, title or otherwise, to Talk Fusion's intellectual property. User acknowledges and agrees that the Products and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Talk Fusion, User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Products and Services, in whole or in part.

General Practices

User agrees that Talk Fusion or third-party consultants have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by Talk Fusion or via use of the Products and Services.

Delivery

Talk Fusion has passed an extensive audit process to ensure that our Video Email sending practices and infrastructure adhere to industry best practices. When it comes to email sending, reputation is a measure of confidence that an IP Address, email address, or sending domain is not a source of SPAM. Similarly, your you can build your reputation with Talk Fusion by sending high quality Video Emails. Excessive SPAM complaints and bounces will negatively impact your reputation and cause Talk Fusion, if deemed necessary, to temporarily pause or terminate your Talk Fusion Account. A high-quality email is an email that recipients find valuable and want to receive. Ultimately, your deliverability rests on the quality of the emails that you send, because email providers can defer or block emails they consider to be SPAM or low quality. Please note that Talk Fusion does not control the deliverability policies of every ISP and therefore does not guarantee that every Video Email you send will be delivered to the inbox of your intended recipient.

Cancellation

User agrees that Talk Fusion, at its sole discretion, may remove and discard any content within the Products and Services, for any reason or if Talk Fusion believes that User has violated or acted inconsistently with the letter or spirit of the Terms of Service. User agrees that any termination of his or her access to Talk Fusion for violation of these Terms of Service may be effected without prior notice, and acknowledge and agree that Talk Fusion may immediately deactivate or delete his or her account and all related information and files in his or her account and/or bar any further access to such files. Further, User agrees that Talk Fusion shall not be liable to User or any third-party for any termination of its access to the Products and Services.

Recurring Billing/Pre-Paid/Paid-in-Full Option

There is a monthly recurring fee for the Products and Services, in all countries. Please note that Talk Fusion will automatically charge the monthly plan fee to the credit card authorized by User to pay their monthly plan fees for the Products and Services. User is required to give Talk Fusion a written notice at least 5 days prior to the monthly anniversary date to cancel account and avoid automated billing. All cancellation notices must be emailed to Support@TalkFusion.com or by submitting written notice by facsimile or certified mail to Talk Fusion. The Cancellation request must include the Talk Fusion ID number of the account that is being cancelled. If you are paying for more than one account on your credit card, you must list every individual account that you want cancelled. User agrees that submitting a notice of cancellation by telephone is an unacceptable form of submitting notice of cancellation to Talk Fusion and that Products and Services charges may continue to apply until Talk Fusion has received the proper notice.

When your service is cancelled, access to your Dashboard will immediately be restricted. Please note that all of your stored videos and email addresses will be deleted from the Talk Fusion system. Any Video Emails that had been sent out before cancellation will be inactivated and will not be able to be viewed by their intended recipients.

PLEASE NOTE: Users and Users may choose an annual Pre-Paid/Paid-in-Full payment option and save 10% over the monthly plan price. The Pre-Paid/Paid-in-Full payment may not be cancelled or the amount refunded.

Ownership, Reservation of Rights

Return Policy

If any user is unsatisfied with their initial purchase of Products and Services, Talk Fusion offers a 100% three (3) day refund period (72 hours) from the date of purchase. Please note no refunds will be provided if the product or service has been accessed or used.

The provisions in the clause mentioned above do not apply to registration as a Promoter and/or purchase of Talk Fusion Products in the jurisdiction of the Republic of Indonesia. There are no Product refunds in the jurisdiction of the Republic of Indonesia.

Talk Fusion reserves the right to reject any refund request if there is a reasonable suspicion of fraud or attempted fraud. Promoters agree to fully cooperate in any suspected fraud investigation, which could take up to 90 days.

Terms of Service and Provisions Severable

If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, in whole or in part, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a User against Talk Fusion shall not constitute a bar or defense to Talk Fusion's enforcement of any term or provision of the Agreement.

Entire Agreement

The Agreement, along with all documents incorporated by reference, in their current form and as amended by Talk

Fusion in its sole discretion, constitutes the entire agreement of the parties hereto with respect to its subject matter. The Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements, or understandings except as provided herein.

Ammendments of Terms of Service

Talk Fusion reserves the right to amend these Terms of Service at its discretion. Amendments shall be posted 30 days prior to their effective date and shall not apply retroactively. However, amendments necessary to comply with legal requirements or addressing new technology or technical requirements shall become effective immediately upon posting. If User does not agree to the amendments, User's sole recourse is to immediately discontinue using the Products and Services and cancel his/her/its plan.

Remedial Action, Grievances, and Complaints

Disciplinary Sanctions

Violation of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a User that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the User's Talk Fusion Account.

Equitable Relief

User agrees that violation of any restrictive covenant in these Terms of Service shall cause irreparable harm to Talk Fusion which may not be completely remedied by financial damages alone. Users you consent to entry of injunctive relief and stipulate that irreparable harm to Talk Fusion will ensue, absent injunctive relief awarded to Talk Fusion.

Subpoena Fees

If Talk Fusion is compelled to respond to a subpoena related to a User's account, it may charge the User's account for the costs incurred by Talk Fusion. These costs may include attorney fees, court costs, and overhead costs associated with complying with the subpoena. Users authorize Talk Fusion to charge any such costs to the credit card or other account used to pay for a Monthly Subscription order by the User.

Negative Comments

Complaints and concerns about Talk Fusion should be directed via email to Talk Fusion Support at support@TalkFusion.com. Users shall not make disparaging, demeaning, or make negative remarks about Talk Fusion, its Users or Users, its owners, officers, directors, management, or employees, or its agreements, Products, business opportunity or Compensation Plan.

Third Party Activity

Talk Fusion is not responsible for the behavior of any advertisers, linked websites, or other Members.

Dispute Resolution

The following comprehensive approach to dispute resolution shall apply to all disputes between Users and the Company, with the sole exception of any action to enforce the restrictive covenants in Section 8: Confidential Mediation. Subject to the exceptions in these Terms of Service, prior to bringing legal action for disputes that arise from or relate to the Agreement or the Talk Fusion Business, the parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator within thirty (30) days from the date on which the complaining party submits a written request to the other party seeking mediation, the complaining party shall request the American Arbitration Association (“AAA”) to appoint a mediator. The mediation shall occur within ninety (90) days from the date on which the complaining party submits a written request to the other party seeking mediation. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Claims shall be held with the parties and the mediator physically present in the same location in Hillsborough County, Florida, USA and shall last no more than two (2) business days unless the parties agree otherwise.

Confidential Arbitration. Except as otherwise provided in the Agreement, if a claim is not resolved through mediation, any controversy or claim that arises out of or relates in any way to the Agreement, the breach thereof, or the Talk Fusion business shall be settled through binding confidential arbitration. The Parties waive all rights to trial by jury or by any court. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at www.adr.org. Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to Users upon request to Talk Fusion’s User Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration, including the enforceability of this arbitration provision. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement and the Talk Fusion Business.
- The arbitration hearing shall commence no later than three-hundred and sixty-five (365) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days.
- The Parties shall be allotted equal time to present their respective cases.
- All arbitration proceedings shall be held in Hillsborough County, Florida. The parties may select a mutually agreeable arbitrator. If the parties do not agree on an arbitrator within sixty (60) days from the date on which the arbitration is filed, the petitioner shall request that the AAA appoint

an arbitrator. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees, including with respect to prosecution of any petition or motion to confirm or vacate an award. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court having jurisdiction over either of the parties. This agreement to arbitrate shall survive the cancellation or termination of the Agreement. Any Related Party who is joined in any arbitrable claim shall be entitled to invoke and enforce the arbitration provisions of this Agreement as if any Related Party was a signatory hereto. The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to any third party:

- The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case

a. Liquidated Damages for Breach of Confidentiality Obligations.

If a Party violates its confidentiality obligations under the mediation or arbitration policies, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, or agents breach the confidentiality provisions of this policy, the nonbreaching Party shall be entitled to liquidated damages in the amount of twenty-five thousand dollars (\$25,000.00) USD per violation. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty. The confidentiality obligations in this dispute resolution policy shall not restrict a party or its counsel acting in good faith from discussing a claim with an individual to determine if he/she is a witness to the action and as necessary to elicit relevant testimony from the witness or from discussing or showing documentary or other evidence as necessary to prepare the witness for testimony or to ascertain the extent of the witnesses knowledge of the facts relevant to the case. However, neither party shall allow a witness or prospective witness to retain copies of any documents, evidence, or pleadings related to the matter.

b. Arbitration Continued

- Equitable Relief. Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from the court a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's intellectual property, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non-solicitation provisions of the Agreement. In the event any such action to obtain such equitable relief is filed, no party may assert in that action by way of counterclaim, cross-claim or otherwise any claim that is subject this arbitration agreement.
- Enforcement of an Arbitration Award. A Party may apply to a court for judicial enforcement of an arbitration award. The Parties consent to sole and exclusive jurisdiction and venue in the courts

residing in Hillsborough County, State of Florida or the United States District Court for the Middle District of Florida, Tampa Division, to challenge or enforce an arbitration award. The Parties waive any right to seek confirmation or vacatur of an award in any other court.

c. Class Action Waiver.

ALL DISPUTES ARISING FROM OR RELATING TO THE AGREEMENT, ARISING FROM OR RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES, OR ARISING FROM OR RELATING TO THE TALK FUSION BUSINESS, SHALL BE BROUGHT AND PROCEED ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE THEIR RIGHTS TO PURSUE ANY ARBITRATION OR LAWSUIT OR OTHER ACTION AGAINST THE OTHER PARTY AND/OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS AND AGENTS OR OTHER RELATED PARTY, ON A CLASS OR CONSOLIDATED BASIS. YOU MAY OPT OUT OF THIS CLASS WAIVER BY SENDING WRITTEN NOTICE TO TALK FUSION OF YOUR DESIRE TO OPT OUT WITHIN THIRTY (30) DAYS FROM THE DATE ON WHICH YOU SUBSCRIBE TO THE PRODUCTS AND SERVICES. OPT OUT NOTICES MUST BE SENT TO TALK FUSION VIA CERTIFIED MAIL AT 1321 KINGSWAY ROAD, BRANDON, FL, 33510 USA.

d. Louisiana Residents.

Notwithstanding anything to the contrary in the foregoing and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an arbitration action in their home forum and pursuant to Louisiana law.

Waiver of Jury Trial

The Parties irrevocably waive and release any and all rights to trial by jury of all claims in any suit or action arising out of this Terms of Service or the Talk Fusion business regardless of whether other persons or entities are also party to the suit or action.

Privacy Policy

Users agree to our Privacy Policy.

Talk Fusion values your privacy and understand the importance of protecting it. This “Privacy Policy” applies to Personal Information (as defined below) we collect from you when you visit Talk Fusion’s corporate website, a “Replicated Website” of a User for Talk Fusion, or the Portal of a User (collectively, the “Site”). This Site is operated by Talk Fusion, and is hosted on Talk Fusion’s server as well as on the servers of Talk Fusion’s third-party technology providers. The Personal Information you submit on this Site is accessed by Talk Fusion and the User to whom this Site is assigned (as set forth in this Privacy Policy). For the purpose of EU data protection laws, Talk Fusion and Users (depending on your relationship with Users) are “data controllers” and are responsible for, and control the processing of, your Personal Information collected pursuant to this Privacy Policy.

Personal Information Collection

Through your use of or visits to the Site, we may collect Personal Information the User provides to Talk Fusion. “Personal Information” is any piece of information that can potentially be used to identify, contact, or locate a single person. We may collect the following Personal Information from you: your name, address, email address, telephone number, social security or tax identification number, and credit card or banking information, billing address, IP address, images or videos that you upload to the Site, passport information,

date of birth, driver's license information, and purchase history. We may also collect Personal Information in connection with communications you send us, for example, to report a problem or to submit questions, concerns, or comments regarding the Site, our products, or any related content. Finally, we may collect Personal Information from surveys, if you choose to respond or participate in such surveys. In addition, Users may collect your name, email address, and telephone number.

Use of Personal Information

We collect and use User's Personal Information to fulfill our legal and contractual obligations with you and to pursue our legitimate interests, which include: (i) establishing or maintaining our relationship with you; (ii) contacting you and responding to your requests and inquiries; (iii) providing you with services you have requested; (iv) keeping you informed of products and services we think may be of interest to you; (v) personalizing your experience with us; (vi) assisting you while you use the Site; (vii) business administration, including statistical analysis; (viii) improving the Site by helping us to understand who uses the Site and how they are used; (ix) for fraud prevention and detection; and (x) to comply with applicable laws, regulations, and codes of practice.

Disclosure of Personal Information

Personal Information. Talk Fusion DOES NOT share Personal Information except with contracted service providers as may be necessary to: process orders and/or returns and obtain payment.

Legally Required Law Enforcement, Judicial, and Administrative Agency Disclosures

Talk Fusion will provide Personal Information as necessary to comply with judicial and administrative orders, subpoenas, civil or criminal investigative demands, administrative and regulatory demands, and other legal obligations. For Talk Fusion to conduct business in certain jurisdictions, Talk Fusion may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include, but is not limited to, income information and personally identifiable information. Talk Fusion is authorized to provide such information as we deem necessary.

International Transfers of Personal Information

Talk Fusion is located, and this Site is hosted, in the USA. If you are visiting this Site from outside the United States, please note that any Personal Information you share with us will be stored and processed in the United States. Unless restricted by law, regulation, contract, or professional standards, we may transfer your Personal Information outside of the United States to other countries for the purposes described in this Privacy Policy. If you are located in the European Economic Area ("EEA"), we may transfer your Personal Information to countries outside of the EEA that may not provide a similar or adequate level of protection to that provided by the EEA (including the United States). To provide adequate protection for Personal Information transferred from the EEA, Talk Fusion relies on European Commission approved Standard Contractual Clauses.

Your Rights

Individuals in the EEA have certain data subject rights, which may be subject to limitations and/or restrictions. These rights include the right to: (i) request access to and rectification or erasure of their Personal Information; (ii) obtain restriction of processing or to object to processing of their Personal Information; and (iii) ask for a copy of their Personal Information to be provided to them, or a third party, in a digital format. If you wish to exercise one of the above-mentioned rights, please send us your request to the contact details set out below.

User Service

Talk Fusion communicates with Users via email, regular mail, text, social media, and telephone on a regular basis to provide requested services and in regard to issues relating to their Talk Fusion business. Talk Fusion communicates with Users with respect to products or services purchased by such Users from Talk Fusion. Such communications may be by email, regular mail, text message, social media, or telephone.

Information Collection and Use

I understand that Talk Fusion is the sole owner of the information collected on this site and that they will not sell, share, or rent this information to others. By purchasing or using any Talk Fusion Product or Service, I authorize Talk Fusion to use my brand, name, video, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

Retention of Personal Information. Talk Fusion retains Personal Information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or allowed by law, including to fulfill a legal obligation.

Security. Talk Fusion implements and maintains reasonable physical, administrative, and technical security measures to protect Personal Information from loss, misuse, or unauthorized access, disclosure, alteration, or destruction. While it uses SSL encryption to protect sensitive information online, Talk Fusion also seeks to protect Personal Information off-line. All Personal Information is restricted in our offices. Only employees who need the Personal Information to perform a specific job (for example, a billing clerk or a User service representative) are granted access to Personal Information. Furthermore, employees are kept up-to-date on security and privacy practices and trained accordingly.

Third Party Links

This Site may contain links to or from other sites. Please be aware that Talk Fusion is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by Talk Fusion websites. California Online Privacy Protection Act Compliance. California Civil Code Section § 1798.83 permits users of our website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, you may contact us as described below.

Children's Privacy

This Site is not intended for minors. If you are under the age of eighteen (18), do not use this Site. We do not knowingly collect any information from anyone under eighteen (18) years of age. If we learn that we have collected or received Personal Information from a child under the age of eighteen (18) without verification of parental consent, we will delete that information.

Choice of Law

This Agreement shall be governed, interpreted, construed and enforced under the laws of the State of Florida, including its choice of law principles.

Contact Us

If you have questions regarding this Privacy Policy, please contact us at support@TalkFusion.com or by mail at:
Talk Fusion, LLC
1321 Kingsway Road
Brandon, FL 33510 USA

