

# RealTalk | Terms of Use (20260430)

## RealTalk: Learn Chinese | Terms of Use

Effective as of 30 April 2026

These Terms of Use ( “Terms” ), together with the [Privacy Policy](#) and any and all agreements referred to in the Terms (collectively, the "User Agreement"), governs your access to or use of our mobile application **RealTalk: Learn Chinese** ("RealTalk") and/or RealTalk's website at <http://realtalk.geniustech.ai/> (collectively, the “Services” ) owned and operated by **Genius AI Labs Pte. Ltd.** ("we" or "us"). In these Terms, “you” or "your" means any entity, organization, or company (or their authorised persons) accessing or using the Services ( “Organization” ) as well as any individual end user accessing and using the Services, as applicable and hereby agreeing to the User Agreement.

**PLEASE READ THESE TERMS CAREFULLY.** By downloading, installing, registering an account, accessing or using RealTalk, you agree to and are legally bound by the User Agreement. If you do not agree to the User Agreement, please do not download, install, register an account, access or use (or continue to access or use) RealTalk. You must promptly delete the app from any mobile device in your possession or under your control.

By accessing or using the Services, you represent and warrant that you are at least 18 years of age and have the full legal capacity to enter into this User Agreement. The Services are strictly intended for users who are 18 years of age or older. If you are under 18, you are not permitted to register for an account or use the Services.

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these Terms periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes. Where required, we endeavour to notify you of material changes to these Terms when you next access RealTalk.

These Terms shall set forth the terms and conditions pursuant to which you can use RealTalk. The use of RealTalk is also subject to the terms and conditions of the app stores where you

downloaded RealTalk and your mobile network operator as well as applicable laws of your country or jurisdiction of residence.

Please note that the User Agreement is concluded between you and us only. However, the app store and its subsidiaries are third party beneficiaries which may have the right to enforce the terms of the User Agreement against you.

**If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).**

## 1. Our Services

1.1 RealTalk is a comprehensive Chinese language learning application designed to provide users with an immersive and interactive educational experience. The Services include, but are not limited to, interactive conversation practice, oral proficiency assessment, vocabulary building through flashcards, and personalized learning progress insights. The platform processes user inputs to provide real-time feedback and linguistic analysis to facilitate the user's language acquisition process.

1.2 The version of the RealTalk app may be upgraded from time to time to add support for new functions and services. You agree to always use the latest version as soon as practicable. We reserve the right to change the content and features of RealTalk from time to time, at our discretion, with or without notice. You acknowledge and agree that the nature of the feedback and content provided may evolve and change as the service improves. We may suspend access to RealTalk, or discontinue some or all Services, including some features of RealTalk and the technical support for certain devices and platforms, at any time; and we shall not be liable to you for any losses you may suffer.

1.3 In order to allow you to access and use our Services, we need to perform scheduled or unscheduled repairs and maintenance. We endeavour to give you notice as soon as practicable. If such situations cause an interruption of your access to or usage of RealTalk for a reasonable duration, we shall not bear any liability to you and/or to any third parties. Additionally, please note that the app store is not obligated to provide any maintenance, technical or other support for RealTalk.

1.4 We sometimes release products or features that are still undergoing testing and evaluation ("Beta Features"). We strive to mark these products accordingly. While we are grateful for early

adopters, we make no warranties about the reliability, accuracy, or appropriateness of such beta products or features. To improve and evaluate these beta products or features, we may log and analyze information about how you use and interact with them, including the language inputs provided during your use of these features.

1.5 We reserve all rights to amend, suspend, cease or terminate our Services at any time at our sole discretion and you shall not have any claims against us.

## 2. Paid Subscription

2.1 You may access and use RealTalk's features by paying for a subscription plan of your choice (the “Paid Subscription” ) via In-App Purchases. You can find more information about the different subscription plans, their subscription fees, subscription periods, and features as well as the duration of any free trial period on the signup screen before making your purchases. Solely at our discretion, we may offer a trial period for some of the subscription plans from time to time. **A subscription with a free trial period will automatically renew into the corresponding paid subscription at the end of the trial period.** If you do not want to continue with the Paid Subscription, **please cancel your subscription at least 24 hours before the end of the free trial period. All paid subscriptions will automatically renew until you cancel them.** Please note that removing the RealTalk app from your device does not deactivate or cancel your subscription.

2.2 In-App Purchases can only be consumed within the RealTalk app. If you make an In-App Purchase, that In-App Purchase cannot be canceled after it has been completed. In-App Purchases cannot be redeemed for cash or other consideration or otherwise transferred. All purchases and billing matters are handled by the Apple App Store. Unless otherwise required by applicable law, payments made are non-refundable. You are expected to read the terms and conditions governing all In-App Purchases contained in the specific [Apple Media Services Terms and Conditions](#) of your country or jurisdiction of residence. If you fail to pay the relevant charges, we shall not be bound to (continue to) grant you access to use the RealTalk app.

2.3 We reserve the right to modify, terminate or otherwise amend our offered subscription plans (if any) at any time. You will be notified if the price of a subscription plan increases and your consent will be required to continue. Except as otherwise expressly provided for in the Terms, any price change or changes to your subscription plan will take effect in the next subscription cycle after notifying you. Information on how to manage your In-App purchases can be found on Apple's website or the Apple App Store app. Specifically, you can learn how to cancel your

subscription here: <https://support.apple.com/en-us/118428>. There are no refunds or credits for partially used subscription plan periods. Following any cancellation, you will continue to have access to the RealTalk app through the end of your current paid billing period.

2.4 We prohibit and do not recognize any purported transfers of In-App Purchases effectuated outside the RealTalk authorised platforms, or any purported sale, gift or trade outside the RealTalk environment in the real world of anything that appears or originates in our Services, unless expressly authorized by us. Any such transfer or attempted transfer is prohibited and void, and may subject your account to termination.

2.5 We reserve the right to control, regulate, modify, remove, terminate or otherwise amend our offered In-App purchases any time in our sole discretion and without any liability to you. YOU UNDERSTAND AND AGREE THAT YOU WILL NOT BE COMPENSATED UNDER ANY CIRCUMSTANCES (INCLUDING A REFUND) FOR ANY UNUSED IN-APP PURCHASES, ANYTHING ELSE ASSOCIATED WITH YOUR ACCOUNT, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER YOU ARE BARRED FROM ACCESS TO THEM AS A RESULT OF ACCOUNT CLOSURE (WHETHER VOLUNTARY OR OTHERWISE), REVOCATION OF THE LIMITED LICENSE OR CHANGE OF OUR SERVICES OR OTHERWISE.

### **3. Account, Eligibility and Notice to Parents**

3.1 In order for us to accommodate certain requests by you, we may conduct identity verification by sending a verification code to your email address and/or by requesting reasonable documentation as permitted by applicable law.

3.2 You will not share your account or subscription (if any), and you will not let anyone else access your account or subscription. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your personal information or account credentials, you must immediately notify us. You are solely responsible for all transactions undertaken by means of your RealTalk account, whether or not authorized by you. You shall notify us immediately and confirm in writing any unauthorized use of your account.

3.3 By downloading, installing and/or registering an account with RealTalk, you represent and warrant to us that:

- (a) you are 18 years old ("Minimum Age") or above;

- (b) you have not previously been suspended or removed from RealTalk or the Apple App Store;
- (c) you are not located in a country or region that is subject to any government embargo, or that has been designated by any government as a “terrorist supporting” region;
- (d) you are not listed on any government's list of prohibited or restricted parties; and
- (e) your downloading, installation, access to and/or use of RealTalk is in compliance with any and all applicable laws and regulations.

**3.4 IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THE MINIMUM AGE, PLEASE STOP YOUR CHILD FROM USING RealTalk IMMEDIATELY AND CONTACT US AT [REALTALK.SUPPORT@GENIUSTECH.AI](mailto:REALTALK.SUPPORT@GENIUSTECH.AI).**

## 4. License

4.1 Subject to your complete and ongoing compliance with the User Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- (a) install and use one object code copy of any mobile application associated with the RealTalk application obtained from a legitimate marketplace on a mobile device that you own or control; and
- (b) access and use the RealTalk application and Services.

4.2 When exercising your rights under the license, you agree to use the Services for your personal, non-commercial language learning purposes and, above all, fairly and lawfully. If you are prohibited under any applicable law from using the Services, you may not use them.

4.3 No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you. Your license does not allow you to:

- (a) reproduce, distribute, publicly display, or publicly perform the Services;
- (b) make a copy, rent, lease, loan, resell, sublicense, distribute or otherwise transfer the license granted to you in the Services or any Materials or any right or ability to view, access, or use any Materials;
- (c) access or use the Services in violation of any usage restrictions or other limitations associated with the Services or subscriptions you (or your Organization) have selected to access and purchase, if applicable.

4.4 RealTalk is not intended for distribution to or use in any territory where such distribution or use would violate local law or would subject us to any additional regulations in that territory. We reserve the right to limit our Services in any territory.

4.5 We have the right, in our sole and absolute discretion, to issue warnings, remove content, suspend, disable, terminate, permanently ban or restrict your access to or use of RealTalk, or report to law enforcement at any time and without any liability to you or any third party, if you:

- (a) are under the Minimum Age to download, install, access or use RealTalk;
- (b) violate any Prohibited Conduct described in Section 4, Section 7, Section 8 or in these Terms; or
- (c) fail to pay subscription fees (where applicable).

4.6 If your RealTalk account is suspended, disabled, banned or terminated, you may not create a new account or request any other person to create a new account for you. If you believe that your RealTalk account was wrongfully suspended, disabled, banned or terminated, you may email us using the contact information at the end of these Terms. We will promptly investigate the situation and respond to you.

## **5. Ownership and Third Party Claims**

5.1 The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, learning materials, flashcards, and automated feedback and all other elements of the Services ( “Materials” ) are owned by us and/or our third-party licensors, and are protected by intellectual property laws and other relevant laws. Except as expressly authorized by us under the User Agreement, you may not make use of, copy, reproduce, distribute, disseminate, sell, publish, circulate, modify or incorporate the Materials in any way, whether in whole or in part. Other product and company names mentioned in the User Agreement may also be the trademarks of their respective owners.

5.2 We will not hesitate to take legal action against any unauthorized use of our trademarks, names, or intellectual property to protect and restore our rights. We reserve all rights to the Materials not expressly granted in these Terms. For the avoidance of doubt, any materials or feedback generated through our automated processing during your use of the Services are part of the Materials and are subject to the same protections.

5.3 In the unlikely event that there is any claim made against you on the ground that the Materials infringe any third party's intellectual property rights, please provide us with all relevant information immediately. Our contact information is provided at the end of these Terms. We, and not the app stores, will carry out the necessary investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this User Agreement.

## **6. Content Submissions**

6.1 All information, data, text, voice recordings, audio inputs, music, sound, photographs, images, graphics, video, messages, audio recordings, comments or any other materials whatsoever, whether recorded, uploaded, posted, transmitted or used by you in conjunction with RealTalk, shall be collectively referred to as the "Submitted Content." You shall be solely liable for any Submitted Content you submit or transmit using the Services. Without limiting the foregoing, we may choose to process your Submitted Content for analytics, linguistic feedback, or product improvement purposes. Although we do not generally monitor user activity, if we become aware of any possible violations by you of any provision of the Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use our Services, or change, alter or remove your Submitted Content, in whole or in part, without prior notice to you.

6.2 Each time you submit Submitted Content, you hereby represent, warrant, and covenant that you are of the Minimum Age, and that as to any Submitted Content you provide, (a) you are the sole author and owner of the Submitted Content or you have the full lawful right to grant the rights and license specified in this section; (b) the Submitted Content is accurate and lawful; (c) the Submitted Content does not and, as to RealTalk's permitted uses and exploitation set forth in the Terms, will not infringe on any intellectual property or other right of any third-party; and (d) the Submitted Content will not violate the Terms or any applicable Additional Terms, or cause injury or harm, or threaten to cause injury or harm, to any person.

6.3 You will receive output generated by the Services ("Output") based on your Submitted Content. While the Output is stored on our servers, we cannot guarantee complete protection against loss or corruption of data. We strive to provide support and attempt to troubleshoot any known or discovered issues that may have caused any data loss, but you acknowledge that we have no liability related to the integrity of the Output or the failure to successfully restore Output to a usable state.

6.4 Between us, you retain ownership of your Submitted Content and Output (collectively, "User Content") to the extent permissible by law. Notwithstanding your ownership of your User Content, you hereby grant us a royalty-free, worldwide, non-exclusive, transferable, sublicensable license to use, reproduce, modify, edit, publish, prepare derivative works of, distribute, display, copy, and perform the User Content (in whole or in part), and/or incorporate such content into existing or future forms of work, media or technology. The rights you grant in this license are for the limited purpose of operating and providing our Services to you, improving and protecting our Services, customising our Services for you, and developing new features or products. **WE DO NOT SELL YOUR USER CONTENT.** Relatedly, you grant to us the right to authorise third parties (such as our hosting and service providers) to exercise such rights on our behalf. In the event your account is terminated, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law and in accordance with our Privacy Policy. The license to your User Content therefore continues even if you stop using the Services.

6.5 If anyone brings a claim (Third-Party Claim) against us in relation to your actions and activities carried out on our Services, you will, to the maximum extent permitted by applicable law of your country or jurisdiction of residence where you use our Services, indemnify and hold us (and our direct and indirect parents, subsidiaries or related entities in the same corporate group, collectively, our "Affiliates" ) and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of or in any way in connection with any of the following: (a) your access to or use of our Services, including activities carried out thereon or Submitted Content provided in connection therewith; (b) your breach of the User Agreement or applicable law; (c) our and/or our Affiliates' use of the information that you submit to us, including your Submitted Content, subject to our Privacy Policy; (d) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; or (e) any misrepresentation made by you.

You will cooperate as fully as required by us in the defence or settlement of any Third-Party Claim (all of the foregoing, "Claims and Losses" ). Notwithstanding the foregoing, we and/or our Affiliates retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We and our Affiliates reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, our or our Affiliates' prior written consent. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

## 7. Artificial Intelligence

7.1 We use AI technology (including generative AI technology) to help improve the quality, performance and safety of RealTalk and/or build the features of our Services. Some of our features are powered by OpenAI and Microsoft technology but we are not affiliated with OpenAI and Microsoft. If you choose to use any generative AI features (as and when they become available), you must use the Output responsibly. You also agree not to use RealTalk and/or submit Submitted Content in a way that is irresponsible or infringes, violates or misappropriates our or any third party's rights (intellectual property or proprietary rights, contract rights or otherwise).

7.2 We make no warranties of any kind, express or implied, that any Output will be: (a) unique to you or your Submitted Content; (b) substantially dissimilar to the Output of other users; or (c) copyrightable or otherwise subject to legal ownership by you.

7.3 Due to the nature of generative AI technology, our Generative AI features may produce unexpected results. In the event that the Output turns out to be incomplete, inaccurate or offensive, you acknowledge that such Output does not represent our views. If the Output makes any reference to any third party or their products or services, you acknowledge that it does not constitute an endorsement by us of that third party or their products or services, nor are we affiliated with them. We make no guarantees that the Output will be suitable for all audiences or purposes.

7.4 To the maximum extent permitted by law, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to any content generated by RealTalk for any purpose. **Any information provided by RealTalk, including linguistic feedback, translations, or learning recommendations, is for informational purposes only and must not be construed as professional advice.** No action should be taken solely based upon any information contained in or generated by RealTalk. You must use discretion and judgment when interpreting results or making decisions based on its Output. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area before any use. Any reliance you place on such information is strictly at your own risk.

## 8. Prohibited Conduct

8.1. You agree to use the Services fairly and lawfully. You may not distribute via RealTalk or upload any content onto our Services that may be considered:

- a. false or misleading information;
- b. spam;
- c. sexually explicit or profane;
- d. abusive of or harmful to children;
- e. fraudulent, deceptive or misleading, including impersonation or claiming false affiliation;
- f. infringing on or misappropriating a third party's intellectual property or other proprietary rights, or plagiarism;
- g. harmful to the reputation and credibility of RealTalk; or
- h. other content that in our judgement are negative content or otherwise not suitable.

8.2 By using our Services, you agree not to:

- a. use the Services for any unlawful, unauthorised or illegal purpose or in violation of any local, state, national, or international law;
- b. exploit the Services for any unauthorized commercial purpose, such as re-selling the Services, or using them as a value-added component of a third-party commercial product or service;
- c. access or create any RealTalk account without permission by any means other than our user supported interfaces;
- d. remove, disable, damage, interfere with or circumvent any feature of the Services, including any security or access control mechanism or features that prevent or limit use or copying of any content;
- e. make modifications to, disassemble, decompile or reverse engineer or otherwise attempt to discover the source code of any portion of the Services, except to the extent that such restriction is expressly prohibited by law;
- f. use web scraping, web harvesting or web data extraction methods to extract data or Material or personal information or any other information from RealTalk, including from the AI features;
- g. provide archived or cached data sets containing User Content (or our Materials or any other information or data or content) to another person or entity;
- h. use any User Content (or our Materials or any any of our information or data or content) collected from RealTalk for the development or use of any software program, application, model or website, including, but not limited to, an artificial intelligence system, natural language model, large language model or machine learning algorithm;

- i. interfere with the operation of the Services or any user's enjoyment of the Services, including by:
  - i. uploading or otherwise disseminating any virus, adware, spyware, trojan horse, worm, malicious code, links to phishing websites or other harmful programmes or technologies or malicious content or code that could impact the operation of the Services or any computer or other device; or
  - ii. interfering with or disrupting any network, equipment, or server connected to or used to provide the Services;
- j. sell or otherwise transfer the access granted under the Terms or any Materials or any right or ability to view, access, or use any Materials; or
- k. attempt to do any of the prohibited acts described in these Terms or assist or permit any person to engage in any of the prohibited acts described in these Terms.

8.3 You shall not use any of RealTalk's AI features:

- a. to create, train or improve any products or AI models to compete with RealTalk or otherwise; or
- b. to generate content that promotes discrimination, hate speech, or violence; or
- c. in a manner that violates these Terms.

## 9. Copyright Policy and Other Intellectual Property Rights

9.1 We respect the copyright and other intellectual property of others, and we ask our users to do the same. We will not tolerate any acts of yours that directly or indirectly infringe upon the copyright or any other intellectual property rights belonging to us or others during your use of RealTalk. If you believe that your intellectual property rights have been infringed by any content on our Services, please contact us with detailed information.

## 10. Privacy

10.1 In order to ensure your continued use of some or all the features of RealTalk, we may need to collect, use, transfer or store your personal information, such as voice recordings, language inputs, billing details and email addresses, with our "Authorised Personnel." This includes entities within our group of companies and authorised third-party contractors or subcontractors who are necessarily involved in our provision and performance of the Services. We and our Authorised Personnel shall not use, share, or disclose such information beyond the extent necessary to provide you with the Services or improve the Services for your use. We and our

Authorised Personnel shall not use such information for marketing purposes without first obtaining your explicit consent.

## **10.2 WE DO NOT SELL YOUR PERSONAL INFORMATION.**

10.3 The RealTalk Privacy Policy is available [here](#) or within the RealTalk app and governs the manner in which we (and our Authorised Personnel) collect, use, maintain and disclose information collected from you. Please read the notice carefully before using our Services. By using our Services, you acknowledge our Privacy Policy and declare that you understand the options we provide to you in matters concerning your personal information. You should stop using our Services if you do not agree with our Privacy Policy.

## **11. Third Party Websites**

11.1 The Services may contain links to third party websites or applications. These websites or applications are not owned or controlled by us. Any link to third party websites or applications that you may find on our Services does not imply affiliation with us, and we do not endorse any third parties or their websites or applications. We cannot and shall not assume any responsibility for the content, privacy policies, or practices of these websites. In addition, we will not and cannot censor, amend, or influence the content of these websites. By continuing to use the Services, you acknowledge and agree that we are not responsible, directly or indirectly, for your use of any third-party websites or applications, nor for any damage or loss caused by or in connection with the use of or reliance on any content or functionality made available, or purported to be available, on or through any third party websites or applications, including those of our resellers and distributors. Your use of such websites or applications is at your own risk, and you should apply a suitable level of caution and discretion in doing so. These Terms do not apply to any third party websites or applications. When you click on any third-party websites or applications, the applicable third party's terms and policies apply, including their privacy and data gathering practices. You should gather information to the extent you feel necessary or appropriate before proceeding with any such third-party websites or applications. When you click on any third-party websites or applications, the applicable third party's terms and policies apply, including their privacy and data gathering practices.

## **12. Notice to California Residents**

12.1 You waive your rights with respect to California Civil Code Section 1542, which states “A *general release does not extend to claims that the creditor or releasing party does not know or*

*suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”*

12.2 If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the [California Department of Consumer Affairs](#) in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

12.3 California residents can obtain information on our privacy practices and learn more about their California privacy rights, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act (where applicable), in our [Privacy Policy](#) and the supplemental [US Privacy Policy](#).

## **13. Dispute Resolution**

13.1 These Terms shall be governed by and construed in accordance with the laws of Singapore, without regard to conflict of law principles.

13.2 If you are a consumer and subject to the applicable consumer laws of your country of residence, you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that any claim arising out of or in connection with the Terms, including any question regarding their existence, validity or termination, must be resolved exclusively in the competent court with jurisdiction over our registered address, and you hereby submit to the exclusive personal jurisdiction of such courts. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim that we have against you arising out of or in connection with these Terms in the country in which you reside that has jurisdiction over the claim.

13.3 To the maximum extent permitted by applicable law, if you ever wish to seek any relief from us, you agree to waive the ability to pursue any class action or representative proceeding (where applicable).

13.4 TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR US AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS NEITHER YOU NOR WE HAVE THE RIGHT TO ASSERT

THAT CLAIM. THIS ONE-YEAR LIMITATION PERIOD APPLIES REGARDLESS OF THE NATURE OF THE CLAIM.

## 14. Disclaimers

14.1 To use our Services, you must have a compatible mobile device, and stable internet access (fees may apply) among other technological features. This also means that the quality and availability of the Services may be affected by factors outside our control. We (and our third-party vendors) do not warrant that our Services will be compatible with all hardware and software which you may use.

14.2 We shall not bear any liability for the interruption of or other inadequacies in the Services caused by your mobile network operator, circumstances of Force Majeure, or other conditions beyond our control. Where we can, as far as possible, we shall reasonably attempt to minimize the resulting losses and impact upon you.

14.3 THE SERVICES ARE PROVIDED ON AN "**AS-IS**" AND "**AS-AVAILABLE**" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION AND PROVISION OF SUCH SERVICES. WE DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE FROM DELAYS OR DISRUPTIONS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL CODE.

14.4 We do not guarantee the accuracy and integrity of any external links that may be accessible by using the Services and/or any external links that have been placed for the convenience of you. We shall not be responsible for the content of any third-party linked site or any link contained in a third party linked site, and we shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Services by you. Moreover, we shall not bear any responsibility for the content of any webpage that you may be directed via an external link that is not under our control.

14.5 We (and our third party vendors) make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to any Output or Content generated using the app for any purpose. Specifically, you acknowledge that the linguistic feedback, translations, and learning materials are generated

through automated processing and may contain errors. These Services are intended for educational and informational purposes only and do not constitute professional linguistic or academic advice. You must exercise discretion and judgment when making decisions or taking actions based on the Output or Content. Any reliance you place on the Output or Content is strictly at your own risk.

14.6 You are fully responsible for any risks involved in using our Services. Any use of or reliance on our Services will be at your own risk. You acknowledge that we are not responsible for any learning outcomes or proficiency levels achieved through the use of RealTalk.

14.7 NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY US OR OUR SUPPLIERS WITH REGARD TO A PRODUCT SOLD BY US TO YOU, OR ANY WARRANTY ON A PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) OUR LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST US OR OUR AFFILIATES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

14.8 Some jurisdictions do not allow the exclusion of certain implied warranties, so some of the above exclusions may not apply to you.

## **15. Indemnity and Limitation of Liabilities**

15.1 To the extent permissible by law, neither we nor the app store shall be liable in any way for the quality, timeliness, accuracy or completeness of the Services, and shall not be responsible for any consequences which may arise from your use of such Services.

15.2 To the extent permitted by applicable laws, you expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or any other intangible losses resulting from: (a) the use or the inability to use our Services; (b) unauthorized access to or alteration of your transmission or data; (c) statements or conduct of any third party; or (d) any other matter relating to the Services or this User Agreement (whether based on contract, tort or otherwise, and whether or not we have been advised of the possibility of such damages). We shall also not be liable to you or any third party under any circumstances for damages or costs arising out of or in connection with your unauthorised use of our Services (including your failure to comply with applicable local, state,

federal or international laws), or any private or governmental legal action related to your use of the Services in any country.

NOTWITHSTANDING ANY FINDING OF LIABILITY, WE SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO US IN ACCORDANCE WITH THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO US DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT. The foregoing limitations will apply even if the Services fail of its essential purpose.

15.3 NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD BY US.

15.4 You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages.

15.5 The app store is not responsible for addressing your claims relating to the RealTalk app, including, but not limited to: (a) product liability claims; (b) any claim that RealTalk fails to conform to any applicable legal or regulatory requirement; and (c) any claims arising under consumer protection, privacy, or similar legislation.

15.6 YOU RELEASE US, OUR AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, "CLAIM" ), KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTY. YOUR RIGHTS WITH RESPECT TO US AND OUR AFFILIATES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

15.7 You agree to indemnify, defend and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorney's fees, asserted by any third-party resulting from or

arising out of your use of the Services, or any breach by you of this Agreement. However, the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

## **16. Miscellaneous**

16.1 The User Agreement forms the entire agreement between you and us regarding your use of the Services, and supersedes any prior or contemporaneous agreements, communications, or understandings.

16.2 You may not assign or transfer your rights or obligations under the User Agreement, in whole or in part, by operation of law or otherwise (and you may not delegate your duties under them), without our prior written consent. We may assign our rights or obligations under the User Agreement (in whole or in part) at any time without notice or consent.

16.3 The failure to require performance of any provision of the User Agreement will not affect our right to require performance at any other time thereafter; nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or the provision itself. No waiver or modification of any term of this User Agreement will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

16.4 If any part of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction (such as the courts of Singapore), such provision will be deemed severable from this User Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of the User Agreement.

16.5 To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

16.6 Where we have provided you (directly or indirectly) with a translation of English language version of the User Agreement (including these Terms and the Privacy Policy), you agree that the translation is provided for your convenience only and that the English language version of the User Agreement will govern your usage of our Services. If there is any contradiction between what the English language version of the User Agreement says and what a translation says, then the English language version shall prevail.

16.7 We reserve the right to terminate this User Agreement at any time at our sole discretion for any reason, and we shall not be liable to you for any losses you may suffer upon termination. Notwithstanding, we will endeavour to give you advanced and reasonable notice before we terminate this User Agreement. Upon any termination: (a) all rights and licenses granted to you herein shall terminate; and (b) you must immediately cease all use of the RealTalk app and Services.

16.8 You acknowledge that the rights granted and obligations made under this User Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm us and which cannot be replaced by monetary damages alone so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

16.9 We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, nationwide IT network attacks or failures, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## 17. Feedback and Contact

17.1 We are happy to and we may periodically solicit suggestions from our users. You may, at your own will, also provide unsolicited suggestions of any kind (e.g. ideas on product development or features, artwork, musical or audiovisual works, concepts or any other creative materials) in any format or manner ( “Unsolicited Content” ). This is to avoid potential misunderstandings if new products or features or services independently developed by or for us might seem similar to your suggestions. **Therefore, please do not submit any Unsolicited Content to us.**

17.2 If you submit Unsolicited Content or send us any other feedback, you agree that such information will be used by us in an unrestricted manner and treated as non-confidential. Please do not share anything that contains new or original ideas which you may want to claim any form of proprietary rights in, now or in future. If you insist on sending us new or original ideas or creative materials, then you are deemed to have agreed that: (a) your Unsolicited Content, feedback and their contents will automatically become our intellectual property, without any compensation to you; (b) you will not assert against us any rights or ownership and you will not

claim any compensation in respect of any such Unsolicited Content or feedback; (c) we may use or redistribute the Unsolicited Content, feedback and their contents for any purpose and in any way we deemed fit; (d) there is no obligation for us to evaluate any ideas or material that you submit to us; and (e) there is no obligation to keep the Unsolicited Content or any such ideas or material confidential.

17.3 If you need to contact us or seek clarification, you may contact us as follows:

**Name:** Genius AI Labs Pte. Ltd.

**Address:** 6 Shenton Way, #37-03, OUE Downtown, Singapore 068811

**Attn:** Customer Service

**EMAIL:** [realtalk.support@geniustech.ai](mailto:realtalk.support@geniustech.ai)

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