

## Terms and conditions for using Translate it app

1. The use of Translate it app (The "service") is subject to the google play conditions and the conditions published in Puzzle applications (the "company") site. This document does not replace them.
2. The service provided is intended to respond to double clicking on the power/lock screen key and receive voice input and translate it (voice and text) another language as pre-chosen by the user.
3. For translating voice to text and text to speech the app uses Google and Nuance services, therefor by using this service you agree to the nuance terms of service as attached in the end of this document. Besides that the voice recordings or the result are not saved locally or at any other server and are not passed to any other third party besides those who have mentioned before.
4. The use of this service and its result are at your responsibility alone.
5. The service you are using is given to you free of charge and can be stopped at any moment without prior notice and without any obligation of any kind.
6. By Using this service you are subject to see Google Ads Interstitial, the service or the company can't be held accountable for any harm done by exposing to this ads and is not responsible for the content of these ads.
7. The company will not be held responsible for you or any other third party in regards of this service. You hereby release the company of any responsibility of any kind to any result caused by using this service.
8. By using this service you agree to all terms mentioned above and below.

## MINIMUM END USER TERMS OF SERVICE – NUANCE

LICENSEE shall include and shall obligate Resellers to include the following minimum terms in agreements with End Users:

### 1 LICENSE GRANT

LICENSEE (or Reseller) grants to End User a non-exclusive, non-transferable right and license to use the Software, as incorporated in to the LICENSEE Product, for the sole and limited purpose of accessing the Service.

### 2 PROPRIETARY RIGHTS; RESTRICTIONS

End User acknowledges that LICENSEE and its licensors retain all right, title and interest in and to the original, and any copies, of Software which is incorporated into the LICENSEE Product, and to the Service. Without limiting the generality of the foregoing, End User agrees not to: (a) submit any automated or recorded queries to the Service unless otherwise approved in writing by LICENSEE and its licensors; (b) use the Service for commercial use; (c) access the Service with software or means other than the Software; (d) copy, reproduce, distribute, or in any other manner duplicate the Software, in whole or in part; (e) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Software or Service, in whole or in part; (f) modify, port, translate, or create derivative works of the Software; (g) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Software or Service by any means; (h) remove any proprietary notices, labels or marks from the Software; (i) use the Service for purposes of comparison with or benchmarking against products or services made available by third parties; or (j) knowingly take any action that would cause any LICENSEE Product or Software to be placed in the public domain.

The Software and Service may contain a copy of the Speex codec in executable form. End User acknowledge that use of the Speex codec is subject to the conditions and disclaimers listed in revised BSD license found at <http://www.xiph.org/licenses/bsd/speex/>. © 2002-2003, Jean-Marc Valin/Xiph.Org Foundation.

### 3 LIMITATION OF LIABILITY

LICENSEE AND ITS LICENSORS TOTAL LIABILITY TO END USER FOR ANY CLAIM ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION WILL NOT EXCEED AGGREGATE FEES ACTUALLY PAID TO LICENSEE DURING THE ONE YEAR PERIOD PRECEDING SUCH CLAIM.

### 4 CONSEQUENTIAL DAMAGE

IN NO EVENT SHALL LICENSEE OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR REVENUES AND LOSS OF PROFITS, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 5 TRADEMARKS

Third-party trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the Software, Access Methods, or Service are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. The use of such Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by LICENSEE and its licensors with such company, or (ii) an endorsement or approval of such company of LICENSEE and its licensors and its products or services.

6 SPEECH DATA

(a) SPEECH DATA. As part of the Service, LICENSEE and/or its licensors collects and uses Speech Data, as defined below, to tune, enhance and improve the speech recognition and other components of the Service, and other services and products. In accepting the terms and conditions of this Agreement, End User acknowledge, consent and agree that LICENSEE and/or its licensors may collect the Speech Data as part of the Service and that such information shall only be used by LICENSEE and/or its licensors or third parties acting under the direction of LICENSEE and/or its licensors, pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition and other components of the Service, and other services and products. LICENSEE and/or its licensors will not use the information elements in any Speech Data for any purpose except as set forth above. "Speech Data" means the audio files, associated transcriptions and log files provided by End User hereunder or generated in connection with the Service.

(b) Any and all information that End User provide will remain confidential and may be disclosed by LICENSEE and its licensors, if so required, to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law, or in the event of a sale, merger or acquisition to another entity by LICENSEE or its licensors.