

TrafficTalk Terms of Use
Effective: December 14, 2010

Please read the full Terms of Use below, as they govern your use of the TrafficTalk service. **For convenience, here are some key points:**

- Do not use the TrafficTalk service if access is illegal under your local laws or it distracts you from your driving.
- The service allows you to contribute verbal descriptions of road conditions, traffic incidents, and advice on avoiding traffic congestion. You retain ownership rights for your submissions, but you grant TrafficTalk a license to use the content which you create.
- TrafficTalk has the right to record any and all verbal contributions, and the right to reuse the content for any use, without attribution to the contributor of the content.
- To maximize the value of the service for all users, you may not contribute inappropriate content. Examples of inappropriate content can be found within the Terms of Use
- To connect to the service, your phone must not block Caller ID.
- TrafficTalk has the right to terminate your access to the TrafficTalk Service, at its sole discretion.
- Your use of TrafficTalk is for personal, noncommercial use only. The service or information may not be reproduced or otherwise used for any commercial purpose without our prior written authorization.
- All information, including descriptions of road conditions, traffic incidents, maps, map data and other content is owned or licensed by TrafficTalk, and is provided to you, as is, without any warranty of any kind.
- TrafficTalk does not charge a usage or subscription fee. However, you agree to pay any landline, mobile, and/or Internet carrier fees relating to your use of TrafficTalk.
- The TrafficTalk Service is for those over age 18.

SAFETY WARNING

PLEASE USE COMMON SENSE WHEN ACCESSING TRAFFICTALK. USE THE SERVICE SAFELY AND IN ACCORDANCE WITH ALL LAWS AND REGULATIONS, AND ONLY TO THE EXTENT THAT IT DOES NOT DISTRACT YOU FROM DRIVING. FOCUS ALL YOUR ATTENTION ON THE ROAD AND YOUR DRIVING.

Terms of Use

“TrafficTalk” is a service of NewVoice Social, LLC. By using the TrafficTalk Service, you signify your assent to these Terms as well as the Privacy Policy.

The following Terms govern your access to and use of TrafficTalk’s website, smartphone or cellular phone applications, “dial-in” or “streamed” voice platform, any information, audio, text, graphics, or other materials appearing on the traffictalk.info website, and any services provided through the website and the voice platform (collectively referred to as the “**Service**”). Your access to and use of the Service is expressly conditioned on your compliance with these Terms. By accessing or using the Service, you agree to be bound by these Terms.

Certain areas of the Service (and your access to or use of certain services or content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Service, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Service.

Use of the Service

You may access and use the Service solely for your personal, noncommercial use. Except as expressly authorized hereunder, the Service may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior written authorization. We reserve the right to alter or discontinue the Service, in whole or in part, at any time in our sole discretion.

Account Registration

In order to access, use or receive certain services, you may need to register and create an account ("**Account**"). In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. When creating an Account, you may be required to provide certain personal information about yourself and establish a username and a password. You agree to provide accurate, current and complete information about your Account. To connect to the service, your phone must not block Caller ID.

Payment of Carrier Fees

TrafficTalk does not charge a usage or subscription fee. However, you agree to pay any carrier fees due for and incurred by your use of TrafficTalk. Please refer to your landline, mobile and/or Internet carrier's regular billing statement for charges related to connections to the TrafficTalk service, and contact your providers directly with any questions or comments related to these fees.

Privacy

See TrafficTalk's Privacy Policy for information and notices concerning TrafficTalk's collection and use of your personal information.

Use of Content Created by You

You may transmit your voice, post, upload, submit or otherwise disseminate information through the Service (collectively referred to as "**Personally Created Content**"). By submitting or otherwise transmitting any Personally Created Content through the Service, you hereby grant to NewVoice Social, LLC/TrafficTalk, a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, record, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Personally Created Content through or by means of the Service. NewVoice Social, LLC/TrafficTalk does not claim any ownership rights in any such Personally Created Content and nothing in this Agreement will be deemed to restrict any rights that you may have to such Personally Created Content. You acknowledge and agree that you are solely responsible for all Personally Created Content that you make available through the Service. Accordingly, you represent and warrant that: (i) you either are the owner of all Personally Created Content that you make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to NewVoice Social, LLC/TrafficTalk the rights in such Personally Created Content, as contemplated under this Agreement; and (ii) neither the Personally Created Content nor your submission or transmittal of the Personally Created Content or TrafficTalk's use of the Personally Created Content (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

General Prohibitions and Examples of "Inappropriate Content"

You may not submit or transmit Personally Created Content that:

- Violates this Agreement;
- Represents an advertisement or endorsement of a product or service;
- Is useless or of no value to others;
- Promotes violence, hate, discrimination, or any illegal activities;
- Is defamatory, obscene, pornographic, vulgar or offensive;
- Is harassing, threatening or insulting to others;
- Violates the privacy, publicity, moral or any other proprietary right of others; or

- Is knowingly false or intended to mislead, confuse, or deceive others.

You also agree not to do any of the following while accessing or using the Service:

- Access, tamper with, or use non-public areas of the Service, TrafficTalk's computer systems, public and non-public areas of the voice platform, or the technical delivery systems of TrafficTalk's providers;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We reserve the right at all times and for any reason to remove or refuse to distribute any Personally Created Content you provide through the Service that violate these Terms. We also reserve the right to investigate and prosecute violations of any of the above, including Service security issues, and/or involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms. You acknowledge that TrafficTalk has no obligation to monitor your access to or use of the Service but has the right to do so for the purpose of operating the Service to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Copyright Notices and the Digital Millennium Copyright Act

TrafficTalk respects the intellectual property rights of others and expects users of the Service to do the same. At TrafficTalk's discretion and in appropriate circumstances, TrafficTalk may terminate the Accounts of users or prevent access to the Service by users who infringe the intellectual property rights of others. Filing a notice of infringement with TrafficTalk requires compliance with the requirements specified in Title II of the Digital Millennium Copyright Act of 1998.

TrafficTalk's designated agent for notice of alleged copyright infringement appearing through the Service is:

NewVoice Social, LLC
908 Constellation Drive
Great Falls, VA 22066

Attention: TrafficTalk Legal

Email: legal@traffictalk.info

Ownership

The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, TrafficTalk and its licensors exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding TrafficTalk or the Service ("**Feedback**") will be the sole and exclusive property of TrafficTalk and you hereby irrevocably assign to TrafficTalk all of your right, title and interest in and to all Feedback.

Third Party Services

The Service contains Content provided by third party services and resources ("**Third Party Services**"). You acknowledge and agree that NewVoice Social, LLC/TrafficTalk is not responsible or liable for: (i) the availability or accuracy of such Third Party Services; or (ii) the content, products, or services available on or through such Third Party Services. The availability of such Third Party Services does not imply any endorsement by TrafficTalk of such Third Party Services or the content, products, or services available therefrom. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third Party Services.

Termination

If you breach any of these Terms, TrafficTalk will have the right to suspend, disable or terminate your access to or use of the Service, at its sole discretion and without prior notice to you. NewVoice Social, LLC/TrafficTalk will not be liable to you or any third party for termination of your access or use of the Service. Any suspension or termination will not affect your obligations to TrafficTalk under these Terms (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

Disclaimers

You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, NEWVOICE SOCIAL, LLC/TRAFFICTALK EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NewVoice Social, LLC/TrafficTalk makes no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. NewVoice Social, LLC/TrafficTalk makes no warranty regarding the quality of any products, services or content provided through the Service or the accuracy, timeliness, truthfulness, completeness or reliability of any content provided through the Service. No advice or information, whether oral or written, obtained from NewVoice Social, LLC/TrafficTalk or through the Service will create any warranty not expressly made herein.

Indemnity

You agree to defend, indemnify, and hold NewVoice Social, LLC/TrafficTalk, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEWVOICE SOCIAL, LLC/TRAFFICTALK AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT NEWVOICE SOCIAL, LLC/TRAFFICTALK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

General

These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to or application of conflict of laws rules or principles. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. The failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of these Terms will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other

provisions will remain in full force and effect. These Terms are the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and NewVoice Social, LLC/TrafficTalk have executed a separate agreement.

Modification

NewVoice Social, LLC/TrafficTalk reserves the right, at its sole discretion, to modify, discontinue or terminate the Service or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. By continuing to access or use the Service after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Terms. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Service.

Contacting Us

If you have any questions about these Terms, please contact us at legal@traffictalk.info