

# Terms of Service

This Terms of Service ("Agreement") is a legal agreement between "NahTuh" and the organization or individual accessing the Service ("Customer" or "you"). The following clauses make up this Agreement's terms and conditions. All references to "you" refer to your company if you are accessing or using the Service on behalf of your business. You also confirm that you are qualified to accept this Agreement on behalf of your business.

This Agreement's "Effective Date" is the day that comes before the customer's first access to the NahTuh's Service or the day that the customer registers for the NahTuh's service. NahTuh reserves the right to modify this Agreement at any time, with or without prior notification to the Customer by email or the Service (which may include adjustments to rates and Service plans).

## 1. Overview

NahTuh provides a special Service to make your group call more entertaining and fun. The nature and content of all Customer Content that Customer contributes to the Service remain solely under Customer's control.

## 2. The Service

### 2.1. Permitted Use

Customer may access and use the Services exclusively for internal business or personal reasons during the Subscription Term or for a predetermined period of time as permitted by this Agreement, including restrictions on use.

### 2.2. Users

The Service is only available to Users. Each User is required to maintain the privacy of their login information and not divulge it to anyone. Customer is liable for the adherence to this Agreement by its Users as well as any activities made through their accounts. According to its [\*\*Privacy Policy\*\*](#), NahTuh uses user account information.

### 2.3. Registration Using Corporate Email

If you created an account using an email address belonging to your employer or other entity, you represent and warrant that you have authority to create an

account on behalf of such entity and further acknowledge that NahTuh may share your email address with control of your account may be taken over by such entity (as the “Customer”).

#### **2.4. Access to Third Party Boards/Activity**

If you are invited to another Customer’s Board/Activity, you acknowledge that your access to that Board/Activity as well as any content you submit will be under the sole control of that other Customer.

#### **2.5. Sharing Settings**

Through the Service you control who you share Board/Template/Activity with. NahTuh has no liability for how others may access or use Customer Content as a result of your User decision to share a Board/Template/Activity.

#### **2.6. Restrictions**

Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service to develop a similar or competing product or service, (d) scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service, except to the extent expressly permitted by Law (and then only with prior notice to NahTuh), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the Software), (f) remove or obscure any proprietary notices in the Service or otherwise misrepresent the source of ownership of the Service, (g) publish benchmarks or performance information about the Service, (h) interfere with the Service’s operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, (i) transmit any viruses or other harmful materials to the Service, (j) allow Users to share User seats, (k) engage in any fraudulent, misleading, illegal or unethical activities related to the Service or (l) use the Service to store or transmit material which contains illegal content.

### **3. Support**

Customer may report errors or abnormal behavior of the Service (“Incidents”) by contacting NahTuh through email at [hello@nahtuh.com](mailto:hello@nahtuh.com). NahTuh is committed to ensuring that each of our customers receive the necessary Support in the event of an Incident, but under our standard Support NahTuh is not obligated to resolve such Incidents and reserves the right to determine the resolution of Incidents in its sole discretion.

### **4. Customer Content**

#### **4.1. Data Use**

Customer grants NahTuh the non-exclusive, worldwide right to use, copy, store, transmit and display Customer Content and to modify and create derivative works of Customer Content (for reformatting or other technical purposes), but only as necessary to provide the Service, Support and any Technical Services to Customer under this Agreement.

#### **4.2. Security**

NahTuh uses reasonable technical and organizational measures designed to protect the Service and Customer Content as described in the Security Policy.

### **5. Customer Obligations**

#### **5.1. Generally**

Customer is responsible for its Customer Content, including its content and accuracy, and agrees to comply with agreement in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Content with the Service and grant NahTuh the rights in Section 4.1 (Data Use).

#### **5.2. Prohibited Uses**

Customer must not use the Service with Prohibited Data or for High Risk Activities

#### **5.3. Individual User Account Takeover**

The Service may contain functionality allowing Customer to convert accounts previously registered by individuals using email addresses from Customer’s

domain into User accounts under Customer's control. Customer represents and warrants that it has all necessary rights and consents to the extent it converts any existing accounts registered using email addresses from Customer's domain into accounts under Customer's control.

## **6. Third-Party Platforms**

Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. NahTuh does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Content. If Customer enables a Third-Party Platform with the Service, NahTuh may access and exchange Customer Content with the Third-Party Platform on Customer's behalf.

## **7. No Warranties and Disclaimers**

Nahtuh does not provide warranties or guarantees. The website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Nahtuh, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Nahtuh provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, , systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Nahtuh nor any Nahtuh's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the website, or the information, content, and materials or products included thereon; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the website; or (iv) that the website, its servers, the content, or e-mails sent from or on behalf of Nahtuh are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## **8. Term & Termination**

This Agreement shall remain in effect until terminated by you or Nahtuh. Nahtuh may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Nahtuh, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from your computer. Upon termination of this Agreement, you shall cease all use of the website and delete all copies of the website from your computer. Termination of this Agreement will not limit any of Nahtuh's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## **9. Indemnification**

You agree to indemnify and hold Nahtuh and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## **Do you have any questions?**

Don't hesitate to contact us if you have any questions, through email at [hello@nahtuh.com](mailto:hello@nahtuh.com) 😊