

Terms of Service

1. Your Acceptance

This is an agreement between JUTON MUTSUDDY, the owner and operator of MutsuddyTalk – Low Cost International Calling & SMS Application, and you ("you" or "You"), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND JUTON MUTSUDDY'S PRIVACY POLICY, WHICH CAN BE FOUND AT OUR WEBSITE, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms, you may not use the Service.

2. MutsuddyTalk Service

These Terms of Service apply to all users of the MutsuddyTalk Service. Information provided by our users through the MutsuddyTalk Service may contain links to third party websites that are not owned or controlled by Juton Mutsuddy. Juton Mutsuddy has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Juton Mutsuddy will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly acknowledge and agree that Juton Mutsuddy shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

3. MutsuddyTalk Access

A. Subject to your compliance with these Terms of Service, Juton Mutsuddy hereby grants you permission to use the MutsuddyTalk Service, provided that: (i) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without Juton Mutsuddy's prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy.

B. In order to access and use the features of the Service, you acknowledge and agree that you will have to provide Juton Mutsuddy with your mobile phone number. You expressly acknowledge and agree that in order to provide the Service, Juton Mutsuddy may periodically access your contact list and/or address book on your mobile device to find and keep track of mobile phone numbers of other users of the Service. When providing your mobile phone number, you must provide accurate and complete information. You hereby give your express consent to MutsuddyTalkAPP to access your contact list and/or address book for mobile phone numbers in order to provide and use the Service. We do not collect names, addresses or email addresses, just mobile phone numbers. You are solely responsible for the status messages that you submit and that are displayed for your mobile phone number on the MutsuddyTalk Service. You must notify Juton Mutsuddy immediately of any breach of security or unauthorized use of your mobile phone. Although Juton Mutsuddy will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Juton Mutsuddy or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the Juton Mutsuddy servers in a given period of time than a human can reasonably produce in the same period by using a MutsuddyTalk application, and you are forbidden from ripping the content unless specifically allowed. Notwithstanding the foregoing, Juton Mutsuddy grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Juton Mutsuddy reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general, we do disallow any efforts to reverse-engineer our system, our protocols, or explore outside the boundaries of the normal requests made by MutsuddyTalk APP users. We have to disallow using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any users of the Service.

4. Intellectual Property Rights

The design of the MutsuddyTalk APP along with MutsuddyTalk created text, scripts, graphics, interactive features and the like, except Status Submissions (as defined below), and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Juton Mutsuddy, subject to copyright and other intellectual property rights under international conventions. The Service is provided to you AS IS for your information and personal use only. Juton Mutsuddy reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of Status Submissions of third parties obtained through the Service for any commercial purposes.

5. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE MUTSUDDYTALK SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, JUTON MUTSUDDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. JUTON MUTSUDDY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE MUTSUDDYTALK SERVICE.

JUTON MUTSUDDY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE MUTSUDDYTALK SERVICE AND JUTON MUTSUDDY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

6. Limitation of Liability

IN NO EVENT SHALL JUTON MUTSUDDY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE MUTSUDDYTALK CLIENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT JUTON MUTSUDDY SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

7. Indemnity

You agree to defend, indemnify and hold harmless Juton Mutsuddy, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the MutsuddyTalk Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defence and indemnification obligation will survive these Terms of Service and your use of the MutsuddyTalk Service.

8. Ability to Accept Terms of Service

You affirm that you are either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are at least 16 years old as the MutsuddyTalk Service is not intended for children under 16. If you are under 16 years of age, you are not permitted to use the MutsuddyTalk Service.

9. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Juton Mutsuddy without restriction.

10. General

These Terms of Service shall be governed by the English Law. Any claim or dispute between you and Juton Mutsuddy that arises in whole or in part from the MutsuddyTalk Service shall be decided exclusively by a court of competent jurisdiction located in England. These Terms of Service, together with the Privacy Policy at our website and any other legal notices published by Juton Mutsuddy, including, but not limited to an end user license agreement, shall constitute the entire agreement between you and Juton Mutsuddy concerning the MutsuddyTalk Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Juton Mutsuddy's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Juton Mutsuddy reserves the right to amend or modify these Terms of Service at any time, and it is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the MutsuddyTalk Service. Your continued use of the MutsuddyTalk Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND JUTON MUTSUDDY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE MUTSUDDYTALK SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.