



Terms and Conditions for the Usage of Nomen™

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1 Introduction

Nomen is an application for the correct pronunciation of Names. In a more and more globalized world, every day we are confronted with people from different countries, using different languages and even different alphabets.

Every user can contribute by recording first names in their native language and alphabet, therefore creating a global database that helps you and others pronounce names properly.

It is available for Android, iOS and browsers.

1.1 About Nomen

Nomen is an application for global citizens, eager to adapt wherever they go or with whomever they communicate. Nomen nurtures from users inputs. Everybody can contribute by recording names in their native language and alphabet, therefore creating a global database that helps to pronounce names properly.

As it is paramount that all recordings are original and hence properly pronounced, users can only record in their native language (mother tongue).

Users can also record the names of places, rivers, monuments, etc., helping others to get around in their country.

A subscriber to Nomen has the option to create a unique “voice-print”. By recording your full name (first – middle - last name) Nomen converts it into a QR code, which can be used on business cards, web sites, etc. Other users can simply retrieve it and listen to it by scanning the QR code using Nomen.

1.2 User Agreement

When you use Nomen (Android, iOS, browser), you are entering into a legal agreement and you agree to all of these terms.

If you subscribe, your personal recording (your personal Name) can be listened to by every Nomen user. By terminating your subscription, we will delete your personal recording.

Nomen has the complete and worldwide ownership of all rights, titles and interest in all recordings you do.

By clicking “Register”, “Login with ...”, “Login” or similar, registering, accessing or using Nomen you are entering into a legally binding agreement (even if you are using Nomen on behalf of a company).

The Ts&Cs include this agreement and other terms that might be displayed to you at the time you use Nomen and may be amended at any time. If you do not agree to these Ts&Cs, do not access or otherwise use Nomen.

Users have to register to use Nomen. If a user records his/her personal name, they have to subscribe and their full name can be found in the User section. Nomen's Ts&Cs apply to both.

2 Obligations

2.1 Service Eligibility

The Nomen User agrees to the following stipulations:

- The user will only have one Nomen account.
- The user is not already restricted from using Nomen.
- The user has a minimum age of 14 (fourteen) years.
However, if law requires that the user must be older in order for Nomen to lawfully provide services (including the collection, storage and use of your information) then the minimum age is such older age.

2.2 Registration

- Do not disclose your password to others.
- Do not share your account with anyone and follow the rules set out in the Ts&Cs and the law.
- Do not transfer your account.
- You are responsible for anything that happens through your account unless you close it or report misuse.
- You agree to receive messages in electronic form from us.

If a subscription has been purchased by another party for you to use (e.g. the Human Resources or Sales Department), the party paying for the subscription controls your account and may terminate your access to it.

2.3 Subscription

If you subscribe to Nomen (i.e. record your personal name and receive a QR code) you will honour your payment obligations. Nomen does not directly hold your payment data, as we use payment services.

We do not guarantee refunds.

If you purchase a subscription, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Be aware that

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- You authorize Nomen to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service.
- You must pay us for applicable fees and taxes unless you cancel the Subscription, in which case you agree to still pay these fees through the end of the applicable subscription period.
- Taxes are calculated based on the billing information that you provide us at the time of purchase.

2.4 Recordings

When you record names others can listen to it and use that recording. We are not obliged to publish any recordings and can remove them in our sole discretion, with or without notice.

3 Rights

3.1 The Nomen License

Nomen has the exclusive and worldwide rights to use all recordings. You cannot demand the deletion of a common recording. Nevertheless if you terminate your subscription, your personal recording will be deleted.

You promise to record only names in your native language (mother tongue). If you were raised bilingual, you have to choose your “first language”.

You promise to record common names in a serious, professional matter. Do not forget it should help foreign speakers to pronounce people’s names properly. Making “fun” with recordings is rude and misleads other users. Your account will be terminated in such cases.

By submitting suggestions or other feedback regarding Nomen, you agree that Nomen can use and share such feedback for any purpose without compensating you.

3.2 Service Availability

- We may change or discontinue Nomen. We cannot guarantee the storage of any recording you have done.
- We may change, suspend or end Nomen.
- We may change and modify prices prospectively in our discretion. Such changes will not affect your current subscription, but it will at the time of renewal.
- Nomen is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide.

3.3 Other Content, Sites and Applications

Third parties may offer their own products and services through Nomen, and Nomen is not responsible for those third-party activities.

You are responsible for deciding if you want to access or use third party apps or sites that link from Nomen. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Nomen is not responsible for these other sites and apps. Use these apps or sites at your own risk.

4 Warranties

By using Nomen, you may encounter recordings that are inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Nomen generally does not listen to recordings provided by users. You agree that Nomen is not responsible for third parties’ (including other users’) recordings and for any damages as a result of your use of or reliance on it.

To the extent allowed under law, Nomen (and those that Nomen works with to provide the services)

1. Disclaims all implied warranties and representations (e.g. warranties of merchantability, fitness for a particular purpose, accuracy of data and non-infringement),
2. Does not guarantee that the services will function without interruption or errors, and
3. Provides the service (including content and information) on an “as is” and “as available” basis.

5 Liabilities

To the extent permitted under law (and unless Nomen has entered into a separate written agreement that supersedes this agreement), Nomen (and those that Nomen works with to provide the services) shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the services (e.g. offensive or defamatory statements, down time or loss, use or changes to your information or content).

In no event shall the liability of Nomen (and those that Nomen works with to provide the services) exceed, in the aggregate for all claims, an amount that is the lesser of three times the most recent yearly fee that you paid for a subscription, if any, or AUD 1,000 (one thousand).

This limitation of liability is part of the basis of the bargain between you and Nomen and shall apply to all claims of liability (e.g. warranty, tort, negligence, contract, law) and even if Nomen has been told of the possibility of any such damage and even if these remedies fail their essential purpose.

6 Termination

Nomen or you may terminate this Agreement at any time with notice to the other. On termination, the user loses the right to access or use Nomen. The following shall survive termination:

- Sections 4, 5 and 8 of this Agreement.
- Any amounts owed by either party prior to termination remain owed after termination.
- Our rights to use and disclose your feedback;

7 Code of Conduct

7.1 The user agrees that he/she will:

- Use Nomen in a professional manner.
- Record names exclusively in your native language.
- Use your real name for your personal recording.
- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.

7.2. The user agrees that he/she will NOT:

- Create a recording that is intentionally inaccurate or mispronounced.
- Register with a native language which is not your first language.
- Act dishonestly or unprofessionally.
- Create a false identity on Nomen.
- Misrepresent your identity, including but not limited to the use of a pseudonym.
- Create a profile for anyone other than yourself (a real person).
- Use or attempt to use another's account.
- Act in an unlawful, abusive, obscene, discriminatory or otherwise objectionable manner.
- Violate intellectual property rights of others, including trademarks, copyrights or other proprietary rights.
- Violate the intellectual property or other rights of Nomen.

- Copy or use the recordings on Nomen in connection with a competitive service (as determined by Nomen).
- Copy, modify or create derivative works of Nomen or any related technology (except as expressly authorized by Nomen).
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for Nomen or any related technology, or any part thereof.
- Imply or state that you are affiliated with or endorsed by Nomen without our express consent.
- Rent, lease, loan, trade, sell/re-sell access to Nomen.
- Sell, sponsor, or otherwise monetize Nomen without Nomen's consent.
- Remove any copyright, trademark or other proprietary rights notices contained in Nomen.
- Remove, cover or obscure any advertisement included in Nomen.
- Collect, use, copy, or transfer any information obtained from Nomen without the consent of Nomen.
- Use manual or automated software, devices, scripts robots, other means or processes to access recordings.
- Use bots or other automated methods to access Nomen.
- Monitor Nomen's availability, performance or functionality for any competitive purpose.
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of Nomen.
- Access the Services except through the interfaces expressly provided by Nomen, such as its mobile applications or Nomen.audio.
- Override any security feature of Nomen.
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g. DoS).

8 Place of Jurisdiction

In the event of a legal dispute, it will take place in Melbourne, Victoria, applying Australian law.