

PRIVACY POLICY

1. Overview

Thank you for visiting www.aphasiatalks.com (this domain and all pages using such domain, collectively referred to as “Website”) and reviewing our Privacy Policy, which applies to your visit and use of the Website, as well as our mobile apps, (“App;” Website and App are collectively referred to as “Services”). This Privacy Policy applies only to how Aphasia Talks Inc. (“Company” or “we” or “us”) collects and uses your information, and does not necessarily describe information collection practices on other sites, including those linked to or from the Services.

By visiting the Website, downloading, installing, or using the App, or otherwise using our Services, you consent and agree to be bound by this Privacy Policy. This Privacy Policy is subject to the respective Terms and Conditions of the Website, and/or the App, as the case may be.

2. What Type of Information We Collect.

If you visit the Website, we may store some of your information on your computer in the form of a “cookie” or similar file to help us maintain and improve these Services in many ways. A “cookie” is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as an identifier, recording such things as Internet addresses, session IDs, and preferences. It cannot be executed as code or deliver viruses. With most Internet browsers, you can erase “cookies” from your computer hard drive, block all “cookies,” or receive a warning before a “cookie” is stored. The “Help” portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Please refer to your browser instructions to learn more about these functions. Enabling cookies allows you to take full advantage of all the features on the Services and we recommend that you leave them turned on. If you elect to block the cookies, we will not be able to provide you with a personalized experience on our Services.

We collect other personally identifiable information only as voluntarily provided by you, such as when you make an email inquiry to us, make a payment, or to provide your shipping information. We do not collect personally identifiable information, via either the Website or the App, except as explicitly and voluntarily provided by you. Your input into the App may be stored locally on your device or your device’s cloud servers and be subject to your device’s privacy policy, but that information is not sent to, stored by, or used by us.

3. How We Use Your Information

The information collected through cookies is used solely for the purpose of providing the services available on the Website, such as functionality. If you voluntarily provide us your personal information with respect to inquiries, comments, or complaints with respect to our products or services, we will store and/or use that information solely to the extent necessary to

respond to you and maintain our relationship with you with respect to your initial correspondence. Your payment information for our App on a third party app store is not stored by us, and is relayed to third party payment processors solely for the processing of payment of a purchase. In some circumstances, we may use your information to protect against fraud, illegal activity, or violation of our terms of service (including using our discretion to decline fulfilling order for certain purchasers, as described in the terms of service), or to meet our other legal obligations.

The Company is not responsible or liable for any information you provide to third parties, whether through the Website, App, mobile device and/or its operating system, app store, a third-party link or website, social media page, or otherwise. For inquiries on how your information is collected and used by third parties, you must visit the privacy policy or send an inquiry to the respective third party. We do not sell any of your personally identifiable information for any reason.

4. Indemnification

You agree to indemnify, defend and hold harmless the Company and its shareholders, managers, officers, employees, agents and the assigns of same, from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages and liabilities related to or associated with your use of the Services, the information you voluntarily provide, and any violation of this Privacy Policy by you. You represent and warrant that all information provided by you is not fraudulent, does not impersonate another person, does not infringe the intellectual property rights of any other person, does not violate any law, regulation, rule, or code, and does not give rise to a cause of action by a third party.

5. Governing Law and Jurisdiction

This Privacy Policy constitutes a contract made under and shall be governed by and construed in accordance with the laws of the State of New York.

6. Last Update

This Privacy Policy was last updated on May 19, 2021. We reserve the right to update this privacy policy at any time. We recommend that you check this page periodically in order to stay informed of any Privacy Policy changes. You can determine the date of the last update via the date in this paragraph.

7. Contact Information

Questions or comments regarding the Services, or requests to opt out of the Services collecting your information, should be sent by email to: support@aphasiatalks.com or by U.S. mail to: Aphasia Talks Inc.; P.O. BOX 2235; 16 New York Avenue; Huntington, NY 11743