

## **Talkative**

### **Terms and Conditions**

**Last Updated 16/01/2026**

<https://gettalkative.com> and <https://talkative.uk> and any subdomains including <https://engage.talkative.uk>, <https://eu.engage.app>, <https://us.engage.app>, <https://au.engage.app> and <https://support.gettalkative.com> is a website, service and platform that provides website communication and contact centre functionality. The platform is owned and the service provided by Talkative Ltd (“Talkative”, “Supplier”, “us”, “our” and “we” below), a limited company registered in England and Wales with registration number 09660808 with headquarters at Wesley Clover Innovation Centre, Coldra Woods, Newport, NP18 2YB, United Kingdom.

These Terms and Conditions of Use (“Terms”) apply to your (“Customer” and “you” below) use of the website at <https://gettalkative.com> (“Website”), any subdomains including [eu.engage.app](https://eu.engage.app) and any features or services (“Services”) offered through it.

To use the Services you must agree to these Terms. Please read them carefully. Please note that Talkative may change or update these

Terms. Talkative will post any changes to our Website so please revisit every so often because we will assume that you agree with them if you continue to use the Services. If you do not agree to these Terms, you must not use our Website or Services.

These Terms apply to all use of the Services. Where the Services are purchased via an authorised Talkative partner, the customer's agreement with that partner shall apply only to the extent of any inconsistency with these Terms, and only in respect of the relevant commercial terms.

## **Definitions**

The following terms shall have the meanings specified below:

- “Services” means the services and products supplied by Talkative to the Customer under the Agreement specified below.
- “Customer”, “you” (or “Client” in a Data Protection Addendum) means any user, person or entity who creates an account and uses Talkative Ltd Services supplied by Talkative under the Agreement.
- “Visitor” means any person who is browsing any website where Talkative Ltd Services are installed.
- “Agent” means any person who is employed by Customer to operate the Service.

- “Concurrent Agents” means the maximum allowed number of simultaneous Agents within a Customer’s organisation that can use the Services at any one time.
- “End-user” means any person who uses Talkative Ltd Services in purpose to communicate with the Customer.
- “Personal Data/Personal Information” means personal data within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (The General Data Protection Regulation – GDPR), processed by Talkative Ltd (or a Sub-processor) on behalf of the Customer pursuant to or in connection with the Agreement.
- “Confidential Information” means all information, whether written or oral, provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential.
- “Third Party Service Provider” means any third party that collects, process and/or uses Personal Information under the instruction of Talkative Ltd including any consultant, representative, advisor, or independent contractor (including

Sub-processors) who renders services to the Company, a subsidiary, or an affiliate.

- “Sub-processor” means entities which software, goods or services are used by Talkative in order to run a business, in particular while providing the Services.
- All terms derived from General Data Protection Regulation as “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor” should be understood in line with their regular meaning coming from the regulation.

## **1. General Statements**

a) On principles set out in this Terms and Conditions of Use (also referred to as Terms and Conditions), Talkative Ltd renders its Services via the following Internet websites <https://gettalkative.com> and <https://eu.engage.app> and all relevant subdomains including <https://us.engage.app>

b) Accepting these Terms and Conditions of Use is a condition to use Services provided by Talkative Ltd.

c) All Customers are obliged to observe these Terms and Conditions of Use.

d) By indicating the Customer's acceptance towards this Agreement, accessing or using the Service, the Customer agrees to be bound by all terms, conditions, notices contained or referenced in this Agreement.

e) Please keep in mind that Talkative Ltd may modify the provisions of these Terms and Condition and only those currently visible on our website are up to date and valid at the time. However, modification shall not adversely affect the main provisions of the Agreement such as terms of payment or termination of Services. Such changes take places with prior notifying the Customer and – if not clearly rejected – are treated as accepted. Therefore, we encourage you to periodically familiarise with the currently effective Terms and Conditions version on our Internet websites.

f) Further use of Services after additional modifications in the Terms and Conditions have been implemented, shall constitute the consent to accept these modifications. Refusal to accept these modifications shall preclude the Customer from using the Services.

## **2. Services Description**

a) The software used by the Customer in accordance with its application and purpose defined in these Terms and Conditions, available on thee following Internet websites <https://gettalkative.com>

and all relevant subdomains including <https://engage.talkative.uk> provided by Talkative Ltd shall be deemed as Services.

b) The use of any new Services available on aforementioned website, after the Customer has accepted the Terms and Conditions shall be subject to its provisions.

c) Talkative Ltd is exclusively entitled to decide on functionality, the use, subject matter and the range of particular Services as well as to cease rendering the Services.

d) Talkative is exclusively authorised to decide on the contents and the nature of the software as well as to freely add, change or remove particular elements.

### **3. Access And Use Of Services**

a) Talkative Ltd Services are exclusively designated for business use and must be used only in accordance with their purpose, application and the Terms and Conditions.

b) Talkative Ltd Services may be used only in line with its original purpose and aim. Detailed guidelines concerning proper use of the Services are enlisted in Acceptable Use Policy section below.

c) Talkative Ltd Services can be accessed solely by logging onto a particular website.

d) Every Customer is assigned a particular password and login which must not be used by third parties without the Customer's consent. The Customer is responsible for keeping and proper protection of his password and login.

e) The Customer must be at least 18 years of age to be able to register and to access his or her account.

f) The Customer undertakes to use the Services in accordance with their use, purpose and in the manner consistent with both these Terms and Conditions and provisions of currently effective law.

g) The Customer bears full responsibility for all contents, phrases and entries added to the network in connection with the use of offered Services.

h) The Customer understands and has become familiar with technical requirements necessary to use the Services and has no objections in respect thereof. The Customer is aware of risk and threats connected with electronic data transmission.

i) Talkative Ltd reserves the right to access Customer accounts for the technical and administrative purposes and for security reasons. The obtained information in such a manner shall not be processed or made available to any third parties unless required by provisions of law.

j) The Customers of Talkative Ltd Service declares that they will not use the Service in the way that may constitutes a violation of laws.

k) Violation of this Terms and Conditions, applicable laws or generally accepted norms and rules shall lead to the termination of this Agreement.

#### **4. Acceptable Use Policy**

a) This Acceptable Use Policy applies to Talkative Ltd Services accessible through <https://gettalkative.com> and all relevant subdomains including <https://engage.talkative.uk>, mobile versions and successors URLs related to the domain or subdomain.

b) To ensure proper and fluent functioning of the system we hereby declare that Talkative Ltd Customers shall not misuse the Services and product. Consequently, the Customers agree not to:

1) hinder functioning of the Services especially in the form of reverse engineering or hacking the Services, attempting to gain unauthorised access to the Services (or any portion thereof) or related systems, networks or data,

2) use the Services in a way contradictory to this Terms and Conditions and causing a real danger for the Talkative Ltd, for example use the Services to generate or send unsolicited communications or communication judged to be a spam, or otherwise

cause Talkative Ltd to become impaired in its ability to send communications on its own or on its Customers',

3)misrepresent or mask the origin of any data, content or other information you submit for example by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else or access the Services via another Customer’s account without their permission,

4)use the Services in a way which violates the rights of other individuals or laws,

5)promote or advertise products or services different the one belonging to the Customer without legal basis,

6) allow or encourage anyone else to commit any of the actions listed above.

c) As a condition of using the Services the Customer shall (a) as required by applicable law, provide notice to its customers (End-users) and obtain consent if required for use of Talkative Ltd Services as well as for processing and transferring Agents and End-users Personal Data to Talkative and its Third Party Service Providers (including but not limited to the consent for processing a sensitive data if required); (b) be responsible for its employees, representatives, End-users, and Agents that have ac use the Services; (c) comply with any limitations

or restrictions set forth in this Agreement, and (d) use the Services only in compliance with applicable law.

d) All information, data, text, software, graphics, commentary, video, messages, or any other materials submitted by using the Service, (collectively, “Data”), is the sole responsibility of the person from whom such Data originated. Customer is wholly responsible for all downloaded, uploaded or otherwise transmitted via any of the Services. Talkative Ltd is not responsible for the Data that the Customer submits in a Services.

e)The Customer acknowledges and agrees that Talkative may engage Sub-processors in connection with the provision of the Services, including without limitation the Processing of the Customer's Personal Data.

## **5. Trademarks and Copyrights**

a) “Talkative” is a trademark registered in the United States Patent and Trademark Office, UK Intellectual Property Office and Canadian Intellectual Property Office.

b) Talkative Ltd states that it has rights to intangible assets in the form of a graphic project of offered services and software, website layout, computer software as well as to all company signs, symbols and trademarks used within its scope of business activity. These assets are protected respectively by: an act dated 4th February 1994-

Copyright and Neighbouring Rights; an act dated 16th April 1993-  
Combating of Unfair Competition; an act dated 30th June  
2000-Industrial Property Rights; European Union Law and other  
binding international agreements.

c) The Talkative Ltd websites listed above and all information, content, material, graphics, products (including any software) and services included on or otherwise made available to the Visitors and the Customer through the aforementioned websites are its exclusive property and are covered by an act on copyright and neighbouring rights.

d) Website addresses as well as their contents and layouts are protected by the aforesaid acts.

e) The Talkative Ltd websites and all information, content, material, products (including any software) and services included on or otherwise made available to the Customer through the aforementioned websites are provided by “as is” and “as available” basis unless specified otherwise in the Agreement. The Customer accepts the fitness of the Services and product for the purpose.

f) Prior written consent of Talkative Ltd is required for any not permitted business and non-business use of offered Services and products. Such consent is required in particular when disseminating and publicising particular elements (e.g. photos, films, texts) in other Internet services/websites, printed publications, books, multimedia

presentations and in other electronic media as well as for the disposal or use of its work (adaptations, alterations, modifications).

g) Unauthorised lending, sale, granting of further licenses and sub-licenses to the offered products and services by the Customer or any other entity or person without express consent of Talkative Ltd is prohibited. Such acts are not deemed to be the proper use of Services.

h) The Customer must not modify or change the purpose and use of offered Services and products. Misleading others as to the existence of cooperation, association, relationship or acting on behalf of Talkative Ltd is prohibited.

i) The Customer acknowledges and agrees that Talkative and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or any Talkative documentation.

## **6. Payment**

a) If the Customer wishes to use the Services they will be requested to make a payment according to currently effective price list placed on

the Talkative website, price quote or pricing mechanism provided by an approved Talkative reseller partner.

b) All payments shall be non-cash transactions, conducted electronically by external professional entities.

c) For subscriptions or purchases made on the Website, payment is due on the terms applicable to that subscription or purchase as displayed at the point of purchase. For purchases that are invoiced by Talkative or an approved Talkative reseller partner, payment is due on invoice date. You will be responsible for all taxes associated with your use of Services that are attributable or due by you.

d) Talkative is entitled to modify the Fees and/or any other fees payable pursuant to this agreement upon 90 days' prior notice to the Customer and the relevant quote shall be deemed to have been amended accordingly.

e) If Talkative has not received payment within the due date and if no reasonable cause has been provided to Talkative by the Customer, and without prejudice to any other rights and remedies of the Supplier, Talkative may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Talkative shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

f) Regardless of the billing cycle, Talkative provides no refunds or credits, unless specified otherwise in the Service Level Agreement, for unused time of the Services if the Customer decides to close the account before the end of their subscription period.

## **7. Data Protection Compliance**

a) Talkative Ltd is dedicated to protecting data protection and to promote compliance with rules set forth by, among others, European Union.

b) Any observation or breach of data protection may be reported via [support@gettalkative.com](mailto:support@gettalkative.com)

c) A separate agreement regarding processing of personal data (the "Data Processor Agreement" or "DPA") regulates Talkative's (the "Data Processor") processing of personal data on behalf of the Customer (the "Data Controller").

d) Each Customer shall own all right, title and interest in and to all of the Customer's Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer's Data. The Supplier acknowledges and agrees that it has no right, title or interest in and to any Customer's Data or End User Data.

e) In the event of any loss or damage to Customer's Data and/or End User Data, the Customer's sole and exclusive remedy shall be for the

Supplier to use reasonable commercial endeavours to restore the lost or damaged Purchaser's Data and/or End User Data from the latest back-up maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Purchaser's Data and/or End User Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to data maintenance and back-up).

## **8. Account Closing**

- a) The Customer may close its account at any time. Account closing means that the further use of Services with the use of current password and login shall no longer be possible.
- b) The Customer is responsible for closing his account.
- c) Closing the account by the Customer before the end of settling period for which a payment has been made does not obligate Talkative Ltd to refund the amount for the unused period.
- d) Closing an account does not end the contractual term with Talkative or void any automatic renewals. 30 days notice must be given in writing to end service unless specified otherwise within the Customer's contract.

e) Talkative Ltd reserves the right to close Customer's account due to gross infringement of the provisions of these Terms and Conditions or in the event of illegal use of the offered Services.

f) Talkative Ltd shall not be liable for any damage suffered by the Customer or the End-user arisen due to the suspension or closing the account by the Customer or for other reasons arising from the Customer's fault.

## **9. Guarantee and Limited Liability**

a) Talkative Ltd guarantees the highest quality of its operations to ensure accessibility and continuity of offered Services and products in accordance with their use and purpose.

b) Talkative Ltd does not guarantee compatibility of offered Services and products with other producers' software. The Customer shall bear responsibility for the choice and consequences following from the use of other software including its applicability to the Customer's objectives. Please be aware that due to the complexity of long-distance data transmission there is no possibility to ensure an absolute security, accessibility and continuity of the provided Service.

c) Talkative Ltd stipulates that opinions given by users do not reflect in any possible manner Company's views and opinions. Talkative Ltd does not monitor or control Customer's opinions on a continual basis; if, however, any opinions in breach with these Terms and Conditions

should be revealed efforts shall be immediately made to remove them as soon as possible.

d) Talkative Ltd shall bear no liability in particular for:

- 1) all negative consequences being the result of force majeure,
- 2) phrases and entries added to the network in connection with the use of offered Services,
- 3) unlawful and inconsistent with these Terms and Conditions Customer's operations while using offered Services and products,
- 4) disturbances in accessibility of offered products and Services not caused by Talkative Ltd,
- 5) damage suffered by the Customer, End-user or any other person or entity arisen due to the suspension or closing the account by the Customer or for other reasons arising from the Customer's fault,
- 6) damage suffered by the Customer as a result of a third party using his data that enable him to access the provided Services and products,
- 7) damage following from the Customer or the impossibility to use offered products and Services including damage actually suffered, the loss of expected benefits, data loss, damage or computer crash, the

costs of substitute equipment and software, shut-down, company reputation infringement,

8) consequences of failure to perform or improper performance of obligations undertaken by other users even though such an obligation has been undertaken using offered products and Services.

## **10. Privacy Policy**

Principles of Customer privacy protection including Personal Data protection have been described in a separate [Privacy Policy](#).

## **11. Miscellaneous**

a) If any reference in these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

b) The agreement under these Terms is not assignable, transferable or sub-licensable by you except with prior written consent.

c) No agency, partnership, joint venture, or employment is created as a result of our agreement under these Terms and you do not have any authority of any kind to bind us in any respect whatsoever. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and legal fees.

d) All notices under these Terms will be in writing and will be deemed to have been duly given when received, or if transmitted by email, the day after it is sent.

e) The agreement under these Terms will be governed by the laws of England and Wales and both parties agree to the exclusive jurisdiction of the courts of England and Wales.