TALKERAPP

TalkerApp Licence and Terms of Use

End-User Licence Agreement (EULA) — English translation

Version	1.2 of 15 November 2026
In force	from the day it is published on gettalker.app
Licensor	OneFinger - Łukasz Czerwiński, Lublin, Poland, tax ID (NIP) 9462590874
Contact	hello@gettalker.app — everything can be done in writing
Language	This is a translation. The Polish version prevails (point 25.2).

The key points

- **The Free edition costs nothing and has no time limit.** Writing, on-device suggestions and speaking with the system voice will always stay free.
- **A Pro licence lasts 12 months** from purchase, works on 2 computers at a time and **does not renew by itself**. When it ends, the Program keeps working as Free and your data stays.
- **A refund within 14 days, no reason needed.** A short e-mail is enough. After a refund the Pro licence ends.
- **Security updates for at least 5 years** from buying Pro (in the Free edition — from the date we made the version you install available).
- **What you write and record is yours** and stays on your device. The Program has no account and no telemetry of its own, and does not send us your data.
- **Cloud services run on your own key** and under your own agreement with their provider. They are off by default.
- **The Program is not a medical device.** It is general-purpose software for writing and speech synthesis. Always keep another way to call for help in an emergency.
- **Who is it for?** You may use the Free edition if you are 18 or have the consent of a parent or legal guardian. Only a person aged 18 or over may buy and use a Pro licence.
- **Your statutory consumer rights stay intact.** This agreement does not limit the rights mandatory law gives you.

This summary makes reading easier. The full agreement below is what binds.

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§ 1. Definitions

1.1. Capitalised terms in this agreement mean:

Licensor, “we”
OneFinger - Łukasz Czerwiński, a business entered in the Polish Central Register and Information on Economic Activity (details in § 2).

User, “you”
the person who installs or uses the Program and, where a Pro Licence is bought for someone else, the person it was bought for (point 4.3).

Consumer
a natural person who enters into the agreement for purposes not directly related to their business or profession, and a business treated as a consumer (point 25.1).

Program
the TalkerApp computer program for computers running macOS or Windows, together with its updates, the user guide and the supporting files we supply (such as language packs). The Program does not include Cloud Services, AI Models you download yourself, or Third-Party Components to the extent they have their own licences (§ 18).

Free edition
the free edition of the Program, described in § 8 and Annex 1.

Pro Licence
a paid 12-month licence that unlocks additional features in the Program, described in § 9 and Annex 1.

Licence Key
the string beginning with `TALKER-` that you receive after buying a Pro Licence.

Polar
Polar Software, Inc., based in the United States — the seller of the Pro Licence (merchant of record), which takes payment, handles taxes and issues the sales document.

Cloud Service
a service of an outside provider (currently Google Gemini API, Google Cloud Text-to-Speech and ElevenLabs) that the Program uses only with your own API key (bring your own key, BYOK).

AI Model
a machine-learning model (its weights and parameters, saved in a file) that is not part of the Program and that you download yourself with a button in Settings: a local language model (LLM) or the model for searching phrases by meaning (§ 15).

User Content
everything you create or save in the Program: texts, phrases, history, conversations, personas, contacts, dictionary, settings and recordings.

Support Period
the time during which we provide security updates (point 12.2).

Website
the gettalker.app website.

§ 2. Licensor and contact

2.1. The Licensor is OneFinger - Łukasz Czerwiński, ul. Puchacza 13/1, 20-323 Lublin, Poland, tax ID (NIP) 9462590874, REGON 540818917.

2.2. Contact: e-mail hello@gettalker.app or a letter to the address in point 2.1. **Everything — questions, complaints, refunds, withdrawal — can be done in writing**; you never need to phone us. A short message is enough; templates are in Annex 2. We write in Polish and English.

2.3. A person you ask to (for example a carer, a family member or an assistant) may write on your behalf.

2.4. Report vulnerabilities and other security matters as described at gettalker.app/.well-known/security.txt (§ 19).

2.5. We write to Pro Licence holders at the e-mail address used for the purchase — only about the matters in points 10.5, 12.1, 12.7, 19.3, 22.3 and 23.2, and about your own matter (a refund, a complaint). These messages are not commercial information. If your address changes, write to us.

§ 3. Concluding the agreement and access to its text

3.1. The licence agreement for the Free edition is concluded when, on first running the Program, you confirm that you accept it. The Program then records on your computer the number of the version you accepted and the date; it does not send them to us. We grant the Pro Licence when the Licence Key is delivered to you after purchase (§ 9); before paying, you confirm in Polar's order form that you accept this agreement.

3.2. We make this agreement available free of charge before it is concluded — on the Website (gettalker.app/en/eula), in the Program (Settings → Advanced → About) and as a PDF file you can save, print and reproduce at any time. On request we will send it in another format, for example as plain text or in larger print.

3.3. If you do not accept this agreement, do not install the Program, or uninstall it.

3.4. We supply the Program in the most recent version available at the time of download.

§ 4. Who may use the Program

4.1. The Program is intended for adults and is not directed at children. Only a person aged 18 or over may buy a Pro Licence and use the Pro features. A minor may use the Free edition only with the consent and under the supervision of a parent or legal guardian who accepts this agreement on the minor's behalf.

4.2. Some Cloud Services may only be used from the age of 18. Their requirement applies regardless of point 4.1.

4.3. You may buy a Pro Licence for someone else — for example as a carer, a family member, a non-governmental organisation, a care facility or an employer. The licence then belongs to the person who uses the Program. The buyer makes sure that this person or their representative knows this agreement. If an organisation wants to move the licence to another person, write to us — we will move it if the previous person has stopped using it. A person who has the Licence Key can read in Polar the buyer's data given at purchase, including the e-mail address, name, billing address and tax number, if the buyer gave one.

§ 5. Purpose of the Program and important limitations

5.1. The Program is for writing text, suggesting words and sentences, and reading text aloud with a speech synthesiser — in the Program's window, in other programs (the overlay) and in audio files you record.

5.2. **The Program is not a medical device** within the meaning of Regulation (EU) 2017/745. It is general-purpose software for writing and speech synthesis. We do not intend it for the diagnosis, prevention, monitoring, treatment or alleviation of a disease, an injury or a disability, or for compensating for one within the meaning of that Regulation. It is not for therapy or rehabilitation, and it does not replace professional advice.

5.3. **Do not rely on the Program alone in emergencies.** Cloud voices need the internet and a working provider service. The system voice works offline, but it depends on the computer, its battery and the operating system. Always keep another, independent way to call for help.

5.4. **About artificial intelligence.** The Program uses models that predict and process text, and speech synthesis:

- **a)** a statistical language model that runs on your computer;
- **b)** optionally — a local large language model (LLM) that you download yourself (§ 15);
- **c)** optionally — a model that finds, among your phrases and in your history, sentences that mean the same as what you are typing; you download it yourself (§ 15);

d) optionally — Gemini models (Google), if you enter your own key (§ 14);

e) speech synthesisers: the system ones and, optionally, cloud ones.

5.5. Suggestions, corrections, shorthand expansions and style proposals can be wrong or off the mark. The Program speaks or types nothing without your decision: **what you say and what you send is up to you**. The Program's voice is a synthetic voice.

5.6. Do not use the Program where an error or an interruption could directly cause death, personal injury or serious damage — for example to control medical or rescue equipment or vehicles.

5.7. The Program does not encrypt the files it saves to disk. To protect data on your computer, turn on the operating system's disk encryption (FileVault, BitLocker) and protect your account with a password.

§ 6. Licence

6.1. We grant you a non-exclusive, non-transferable licence to use the Program, without the right to sublicense, throughout the world: for the Free edition — for an indefinite period, and for the Pro Licence — for the period set out in point 9.3.

6.2. The licence covers the following fields of use:

a) downloading, installing and running the Program on computers you use — in the Free edition with no limit on the number of computers, and with a Pro Licence as set out in point 9.4;

b) permanent or temporary reproduction of the Program in computer memory to the extent needed to display, run, transmit and store it;

c) making a backup copy of the Program;

d) using all features of the Program in accordance with this agreement and the user guide.

6.3. You may use the texts and recordings you create with the Program without any restriction on our part, including commercially. The terms of a voice or model provider may still restrict you (§ 14 and § 15).

6.4. The Program is licensed, not sold: we do not transfer any copyright in the Program to you.

§ 7. Licence restrictions and your statutory rights

7.1. Without our consent you may not:

a) sell, rent or lend the Program, provide it to others as a service, or distribute copies of it, including installers — share a link to the Website instead;

b) share the Licence Key with others or publish it;

c) circumvent, disable or alter the Program's licensing mechanisms and security measures;

d) modify, translate, decompile or disassemble the Program — subject to point 7.2;

e) remove copyright and licence notices from the Program.

7.2. This agreement does not limit the rights you have under Art. 75(2) of the Polish Act on Copyright and Related Rights (implementing Articles 5 and 6 of Directive 2009/24/EC): making a backup copy, observing, studying and testing the Program to understand its ideas and principles, and decompiling it to obtain the information needed for interoperability with other programs, on the conditions set out in that provision. Nor does it limit the rights granted by the licences of open-source components (§ 18).

§ 8. Free edition

8.1. The Free edition costs nothing and has no time limit, no advertising and no account. Its scope is described in Annex 1.

8.2. **Writing, on-device suggestions and speaking with the system voice will always stay free.** We will not move these features into a paid edition.

8.3. In the Free edition the Program contacts no one about licensing.

§ 9. Pro Licence

9.1. **Purchase.** The Pro Licence is sold by Polar as the seller under its own terms (Polar Buyer Terms). Polar takes payment, handles taxes, issues the sales document and sends the Licence Key. You see the price including taxes before you pay, in your currency. The licence to use the Pro features is granted by us under this agreement. Polar's terms do not limit the rights you have as a Consumer under mandatory law.

9.2. **Key.** You receive the Licence Key by e-mail from Polar; it is also available in Polar's customer portal (polar.sh/onefinger/portal). You activate it in the Program: Settings → Licence.

9.3. **Term.** A Pro Licence lasts 12 months from the purchase date shown on Polar's confirmation. **It does not renew automatically** and we charge no recurring fees. Another year is a new purchase: the new key counts 12 months from its own purchase date and does not extend the previous one — so it is best bought close to the end of the current licence or after it.

9.4. **Computers.** A Pro Licence can be active on at most 2 computers at a time. You can release a computer in the Program or in Polar's customer portal and use the freed place on another computer.

9.5. **Licence checks.** The Program contacts Polar on activation and then, only when there is an internet connection, checks the licence: for the first 30 days after activation at most once a day, and after that at most once every 30 days. If Polar does not answer, it tries again a few hours later. It also contacts Polar when you click “Check again” or “Remove from this computer”. On activation it sends the Licence Key, a neutral computer label (the kind of computer and a random code, e.g. “Mac 7KQ3”), the Program version and the operating system name; on a check — the Licence Key and the activation number. No internet connection and no network error turns off the Pro features before the licence end date. The more frequent checks in the first 30 days are there so that the Pro features switch off after a refund (§ 10).

9.6. **After the licence ends** — also after a refund or termination — the Program keeps working as the Free edition. Personas, approved style traits, Studio projects and overlay settings stay on disk and come back after a new activation. The chosen voice never goes silent: if it is a Pro voice, the closest Free voice or the system voice speaks instead.

9.7. The Pro Licence does not cover charges for Cloud Services. You pay those to the provider (§ 14).

9.8. The scope of the Pro Licence is the one described on the Website on the day of purchase (as of the date of this version: Annex 1). We will not reduce it during the paid period, except for changes under § 12 — with the rights described there.

§ 10. Refunds and withdrawal

10.1. **Refund without giving a reason.** Within 14 days of buying a Pro Licence you can ask for a refund of the full price paid, without giving a reason. Write to hello@gettalker.app with the order number from Polar's e-mail or the e-mail address used for the purchase (template in Annex 2).

10.2. We instruct Polar to refund you without undue delay, no later than 14 days after we receive your message. The money goes back by the same payment method, at no cost to you. On the refund the Pro Licence ends and the Licence Key is revoked: from that moment you may not use the Pro features. The Program switches them off at the next licence check (point 9.5) and keeps working as the Free edition (point 9.6).

10.3. **Statutory right of withdrawal.** If you are a Consumer, you may withdraw from the distance purchase contract within 14 days, without giving a reason. We do not rely on the loss of that right through delivery of the key (Art. 38(1)(13) of the Polish Consumer Rights Act, implementing Art. 16(m) of Directive 2011/83/EU), and we count the period from the day the confirmation in point 10.5 reached you. You may send the withdrawal statement to Polar or to us — we will forward it to Polar without delay.

10.4. The refund in point 10.1 is our voluntary commitment. It does not limit the statutory right of withdrawal or your rights if the Program does not conform to the agreement (§ 13). After 14 days, a full or partial refund is available under § 12 and § 13.

10.5. **Purchase confirmation.** After the purchase we send a confirmation to the e-mail address on the order: the main terms of the licence, the refund rules of point 10.1, information about the right of withdrawal with a model statement, and a link to this agreement in the version in force on the day of purchase (a PDF file). Polar sends the Licence key and the sales document separately.

§ 11. Technical requirements

11.1. The Program runs on computers with macOS (with Apple or Intel processors) and Windows 10 or 11 (x64 or ARM64). On Windows it uses Microsoft Edge WebView2 Runtime, which the installer supplies or downloads. The currently supported system versions are listed on the Website and in the user guide.

11.2. The internet is needed only to download the Program and its updates, to activate and check a Pro Licence, for Cloud Services and to download AI Models. Everything else works offline.

11.3. AI Models need free disk space (from about 0.3 GB to 5.4 GB per model) and memory (up to 16 GB of RAM, depending on the model). The Program shows which models fit your computer.

11.4. The system voice uses the voices installed in the operating system; their availability and quality depend on the system.

11.5. If a new version of the Program stops supporting a system version, we will say so in the release notes in advance.

§ 12. Updates, support period and changes to the Program

12.1. **Updates.** We publish bug fixes, security updates and new features on the Website together with release notes. We tell you about updates needed to keep the Program in conformity with the agreement, including security updates, on the Website and in the release notes, and Pro Licence holders also by e-mail. When the Program gets automatic updates, you will be able to turn them off in Settings.

12.2. **Support Period.** We provide security updates **for at least 5 years from the date a Pro Licence is bought**, and in the Free edition — for at least 5 years from the date we made available on the Website the version of the Program that you installed. We state the end date of the Support Period in the release notes and in the Program.

12.3. Security updates go into the latest version of the Program, which is free for everyone — including in the Free edition and after a Pro Licence ends. An update may therefore require installing the latest version. During a Pro Licence you receive all updates at no

extra charge, including those with new Pro features.

12.4. Install updates within a reasonable time. If we told you about an update and the consequences of not installing it, and the installation instructions were not faulty, we are not liable for a lack of conformity caused solely by not installing that update.

12.5. **Changes to the Program.** We may change the Program even where a change is not needed to keep it in conformity with the agreement, but only for valid reasons:

- **a)** a change in the law, a court judgment or a decision of an authority;
- **b)** the security of the Program or data protection;
- **c)** a change to, withdrawal of, or change in the terms of a Cloud Service, model, voice, operating system or Polar service the Program relies on;
- **d)** better accessibility, performance or reliability;
- **e)** development of the Program — new features or interface changes consistent with its purpose.

12.6. A change involves no cost to you. We describe it clearly in the release notes.

12.7. If a change significantly and negatively affects your use of the Pro features, we will tell you by e-mail at least 14 days in advance, with its scope and date. You may then terminate the Pro Licence within 30 days of the change, or of receiving the notice if it came later. We will refund the part of the price that corresponds to the unused licence period.

§ 13. Conformity with the agreement and complaints

13.1. The Program must conform to the agreement: to its description, the user guide and the statements on the Website; it must be fit for the purposes for which such programs are normally used and have the functionality, compatibility and security you can reasonably expect.

13.2. Towards Consumers we are liable for a lack of conformity under Chapter 5b of the Polish Consumer Rights Act (implementing Directive (EU) 2019/770) — in particular for a lack of conformity of the Pro features that occurs or becomes apparent during the Pro Licence, and for missing updates during the time set out in § 12. As the seller, Polar is also liable to you. You can send complaints about the Program directly to us.

13.3. **How to complain.** Write to hello@gettalker.app: what the problem is, which version of the Program and operating system you use, and what you expect. No form is needed — a template for a short message is in Annex 2.

13.4. We will reply within 14 days of receiving the complaint, by e-mail or on another durable medium. If we do not reply to a Consumer within that time, the Consumer's complaint is deemed accepted.

13.5. If the Program does not conform to the agreement, you may require us to bring it into conformity — we will do so at no cost to you, within a reasonable time and without significant inconvenience to you, usually with a fix or an update. Under Articles 43m–43o of the Polish Consumer Rights Act you may also declare a price reduction or withdrawal from the agreement. We will refund the amount due through Polar within 14 days.

13.6. We ask you to cooperate, to a reasonable extent, in finding out whether a problem comes from your digital environment (such as the system or hardware) — only by the least intrusive means, such as describing the steps or a diagnostic report created in the Program. The report contains no text you typed, no keys and no e-mail addresses.

13.7. We also handle complaints from people using the Free edition and from businesses.

13.8. If we reject a Consumer's complaint, we will say whether we agree to out-of-court dispute resolution (§ 24).

§ 14. Cloud services on your own key (BYOK)

14.1. The Program can use Google Gemini API, Google Cloud Text-to-Speech and ElevenLabs — only when you turn on the cloud permission, enter your own API key and choose the feature. All Cloud Services are off by default.

14.2. The service is provided by its provider under your own agreement with it. We are not a party to that agreement, do not handle payments for it and do not see your keys or the content you send — it goes from your computer directly to the provider. Cloud Services are not part of the Program or of the Pro Licence.

14.3. You are responsible for complying with the provider's terms and for the costs. Examples as of the date of this version:

- **a)** the services require users to be 18 or older;
- **b)** Google provides the Gemini API under its developer terms (Gemini API Additional Terms) — read them before entering a key; in the European Economic Area, Switzerland and the United Kingdom we recommend a key with billing enabled;
- **c)** the ElevenLabs free plan allows only non-commercial use, and published recordings must credit “elevenlabs.io”.

14.4. API keys are kept in the system keychain (macOS Keychain, Windows Credential Manager). Protect them like passwords; if a key leaks, revoke it with the provider.

14.5. What the Program sends to providers is described in the app privacy notice (point 16.3). What a provider does with data is governed by its own rules.

14.6. A provider may change or discontinue its service or block a key. If a provider changes its terms so that the Program's use of its service becomes unlawful or contrary to those terms, or withdraws the service, we may end that integration (point 12.5(c)). The system

voice always remains available.

§ 15. AI models and data you download

15.1. You download AI Models yourself, with a button in Settings — local language models and the model for searching phrases by meaning (point 15.4). Their authors make them available under their own licences, which the Program shows when you choose a model. A model's licence sets out what you may use it for — some allow only non-commercial use.

15.2. The Program downloads models only from Hugging Face's servers and checks their SHA-256 checksum before using them.

15.3. The language packs supplied with the Program contain only statistical data (counts of short word sequences) built from public text collections. Their sources and licences are listed in the licence notices file (point 18.1).

15.4. **Searching phrases by meaning.** The model for this is EmbeddingGemma 2 by Google, available under the Apache 2.0 licence; its licence and authors are named in the file in point 18.1. The Program downloads only its text part, not the parts for images and sound, and gives it only your phrases, your history and the text you are typing. The model turns each of them into a vector — a string of numbers that describes its meaning. The vectors are saved only on your computer, and the Program never sends them anywhere (point 16.2). Without the model, or after you delete it, the Program finds phrases by matching letters.

15.5. The author of the model asks that it be deployed in accordance with the Gemma Prohibited Use Policy (ai.google.dev/gemma/prohibited_use_policy). We deploy it in the Program in line with that policy: the Program uses it only as described in point 15.4. The policy is not a condition of the model's licence or of this agreement. If you use the model file outside the Program, its author asks you to follow the policy as well.

§ 16. Your content, data and privacy

16.1. **User Content belongs to you.** We acquire no rights to it and have no access to it.

16.2. The Program keeps data on your computer. It has no account, collects no usage statistics and no error reports (telemetry), and does not send us your data. It connects to the internet only in the cases listed in point 11.2: when you use Cloud Services, download an AI Model or hold a Pro Licence (point 9.5). System components the Program relies on may contact their own provider independently of us (point 18.4). A diagnostic report reaches us only if you create it and send it yourself. The search index the Program builds from your phrases and history, including the vectors computed by the model in point 15.4, also stays on your computer.

16.3. What can leave your computer, and when, is described in the app privacy notice (gettalker.app/en/privacy/app) and in the privacy chapter of the user guide. Data related to buying a Pro Licence (such as the e-mail address and order number) is described in the Website's privacy policy. Payment data is processed by Polar under its own privacy policy.

16.4. We recommend regular backups of the Program's data folder (the user guide lists the paths). We are liable for data loss caused by a defect in the Program as § 20 provides; having no backup may count as contributing to the damage (point 20.2).

16.5. You can delete data with the buttons in Settings, or by uninstalling the Program and deleting its folders.

§ 17. Acceptable use

17.1. Do not use the Program to:

- **a)** impersonate other people or mislead anyone about who is speaking;
- **b)** use the voice of a specific person — for example one cloned with a provider — without that person's express consent;
- **c)** create or spread unlawful content, including threats, harassment, fraud, content that infringes other people's personal rights or copyright, sexual or intimate content depicting a specific person without that person's consent, and sexual content depicting minors, including generated or altered content;
- **d)** circumvent the security of Cloud Services or breach their terms.

17.2. Audio files from the Program carry metadata stating that they are synthetic speech and naming the voice provider. If you publish a recording, do not mislead listeners into thinking it is the natural voice of a specific person, and follow the voice provider's terms.

17.3. You are responsible for the content you create and speak with the Program.

17.4. Report misuse, including content that breaches point 17.1(b) and (c), to hello@gettalker.app.

§ 18. Third-party and open-source components

18.1. The Program contains open-source components and third-party data. Their licences and copyright notices are in the `THIRD-PARTY-NOTICES.txt` file, which is installed with the Program and available in it (Settings → Advanced → About → Open-source licences).

18.2. Nothing in this agreement limits the rights those licences give you. Where a component's licence gives you broader rights than this agreement, that licence prevails for that component.

18.3. To the extent permitted by law, the authors (contributors) of open-source components give no warranties and are not liable for damages related to those components. Any terms of this agreement that differ from their licences are offered by us alone, not by the authors of the components. The source code of components whose licences require it (for example the LZMA module in the Windows installer, under CPL-1.0) is available from their authors; the file in point 18.1 gives the addresses, and we will also point to them on request.

18.4. On Windows the Program uses Microsoft Edge WebView2 Runtime, which Microsoft provides under its own licence. This component works independently of us: Microsoft collects its diagnostic data, including reports of the component's crashes, and updates it itself, in accordance with its privacy statement (aka.ms/privacy). The scope of optional data depends on the diagnostic settings in Windows. Microsoft Defender SmartScreen is switched off in this component. To the extent permitted by law, Microsoft and its suppliers give no warranties and are not liable to you for damages related to this component.

18.5. Points 18.3 and 18.4 concern the liability of the component authors and Microsoft. They do not change our liability for the Program (§ 20).

§ 19. Security

19.1. Download the Program only from the Website or from places the Website points to. Do not install copies from other sources.

19.2. Report vulnerabilities as described at gettalker.app/.well-known/security.txt. We will acknowledge a report within 3 working days.

19.3. If we learn of an actively exploited vulnerability in the Program or a severe incident affecting its security, we will inform users without undue delay — on the Website, in the release notes and, for Pro Licence holders, also by e-mail — and say what to do. We will also report it to the authorities as required by Regulation (EU) 2024/2847 (Cyber Resilience Act).

§ 20. Liability

20.1. **What we undertake to provide.** We undertake to supply the Program with the features described in this agreement, in the user guide and on the Website, and the updates in § 12. The following are not part of what we provide:

a) Cloud Services, AI Models, voices and other components of the operating system, hardware, the internet connection and Polar's services — other parties provide them under their own terms (§ 14, § 15, § 18) and are responsible for how they work; we are responsible for how the Program uses them;

b) the accuracy of suggestions, corrections, shorthand expansions and style proposals — they are proposals, and you decide what you say and what you send (point 5.5);

c) the Program's operation in uses it is not intended for (points 5.2, 5.3 and 5.6);

d) the content you create and speak with the Program (point 17.3).

20.2. **Contributing to the damage.** If you contributed to the damage arising or growing, the duty to make it good is reduced accordingly, as the circumstances require (Art. 362 of the Polish Civil Code). This may apply in particular where: you did not install an update we told you about (point 12.4); you kept no backups (point 16.4); you relied on the Program alone in an emergency (point 5.3) or used it contrary to point 5.6; you downloaded the Program from a place other than the one the Website names (point 19.1).

20.3. **Consumers.** Towards Consumers we are liable as the law provides: for non-performance or improper performance of the agreement, for the Program's lack of conformity with the agreement (§ 13) and for damage caused by a product, subject to point 20.4 for the Free edition. We do not cap that liability at any amount. This agreement does not exclude or limit liability that mandatory law does not allow to be excluded or limited — in particular for personal injury and for damage caused intentionally.

20.4. **The Free edition.** We make the Free edition available free of charge. For that reason, for damage connected with using the Program in the Free edition, that is without a valid Pro Licence, we are liable only where we caused it intentionally or through gross negligence. This limitation does not apply to personal injury, to liability for damage caused by a product, or to any other case in which mandatory law does not allow liability to be limited.

20.5. **Businesses.** Towards Users who are not Consumers:

a) we are liable only for actual loss; we are not liable for lost profits or for indirect damage, such as lost revenue, downtime, loss of reputation or the cost of substitute solutions;

b) our total liability is limited to the amount paid for the Pro Licence in the 12 months before the event that caused the damage;

c) we are not liable for damage related to the Free edition;

d) we exclude liability under the statutory warranty for defects (rękojmia) to the extent it would apply;

e) notify us of a claim in writing or by e-mail within 30 days of the day you learned of the damage, describing the event and the amount of the damage; we are not liable to the extent that a late notice increased the damage or made it impossible to establish its causes;

f) if a third party brings a claim against us that arises from your User Content, or from your use of the Program contrary to this agreement or the law, you will release us from that claim and cover our reasonable costs of defence (Art. 392 of the Polish Civil Code);

g) the limitations in (a) to (e) also apply to damage caused by negligence, including gross negligence; they do not apply to damage caused intentionally, to personal injury, or to liability that mandatory law does not allow to be excluded or limited.

§ 21. Intellectual property

21.1. The Program — its code, design, documentation and language packs — is protected by law. The economic rights belong to the Licensor or its licensors.

21.2. The TalkerApp name and logo are the Licensor's marks. Do not use them in a way that suggests your product or service comes from us or is endorsed by us.

21.3. If you send us an idea or a suggestion, we may use it to develop the Program without payment. We do not thereby acquire any rights to your User Content.

§ 22. Term and termination

22.1. The licence for the Free edition has no end date. A Pro Licence expires by itself at the end of the term in point 9.3.

22.2. You may terminate the agreement at any time and at no cost — just uninstall the Program and delete its copies. Terminating the agreement yourself does not entitle you to a refund, except in the cases in § 10, point 12.7, § 13 and point 23.3.

22.3. We may terminate a Pro Licence only for good cause, namely a serious breach of point 7.1 or § 17 — for example publicly sharing or reselling the Licence Key, or circumventing security measures. We will first ask you by e-mail to stop the breach within at least 14 days. We will terminate without such a request only if the breach cannot be remedied (for example, the key has already been published). A breach of point 17.1(c) cannot be remedied. We will tell you about the termination and its reason by e-mail. The key is then revoked and the Program keeps working as the Free edition.

22.4. We do not terminate the licence for the Free edition, unless the law, a court judgment or a decision of an authority requires it.

22.5. **We cannot switch off the Program remotely or delete your data.** If we stop developing the Program, we will announce it on the Website at least 3 months in advance. The Program installed on your computer will keep working, and our obligations under § 12 and § 13 remain in force until the end of the Support Periods of the versions made available before the announcement, and, if you bought a Pro Licence, at least until the end of its Support Period (point 12.2).

22.6. After the agreement ends, § 16, § 20, § 21 and § 24 continue to apply.

§ 23. Changes to this agreement

23.1. We may change this agreement only for valid reasons: a change in the law, a court judgment or a decision of an authority; a change in the Program's features; a change in the terms of Polar or of Cloud Service providers that affects the Program; security; clarifying terms without making your position worse.

23.2. We will announce a new version on the Website and in the release notes at least 14 days before it takes effect, and send it by e-mail to Pro Licence holders. Each version has a number and a date; previous versions are available on the Website.

23.3. A change will not worsen the terms of a paid Pro Licence until the end of its term, unless the law requires it. In that case you may terminate the Pro Licence and we will refund the part of the price that corresponds to the unused period.

23.4. A new version of the agreement applies to the versions of the Program released from the day it takes effect. You accept it when you first run such a version of the Program (point 3.1). If you do not accept it, you may terminate the agreement under point 22.2.

§ 24. Governing law and disputes

24.1. This agreement is governed by Polish law. If you are a Consumer, you keep the protection given to you by the mandatory rules of the country where you habitually reside.

24.2. Write to us first — most matters can be settled amicably.

24.3. Disputes with Consumers are decided by the court that has jurisdiction under the general rules; a Consumer from another European Union country may also sue us before the courts of the country where they live. Disputes with Users who are not Consumers are decided by the court with local jurisdiction over the Licensor's permanent place of business, given in point 2.1.

24.4. A Consumer may use out-of-court dispute resolution — in Poland, for example, a municipal or district consumer ombudsman, or mediation or a permanent consumer arbitration court at a regional Trade Inspection office; in a dispute with a business from another EU country, the European Consumer Centre in the Consumer's country. The register of bodies entitled to conduct such proceedings in Poland is kept by the President of UOKiK, the Polish competition and consumer protection authority (uokik.gov.pl). Taking part is voluntary for both parties.

§ 25. Final provisions

25.1. The provisions concerning Consumers also apply to a natural person who concludes the agreement directly in connection with their business, where the agreement shows that it is not of a professional nature for them (Art. 385(5) of the Polish Civil Code and Art. 7aa of the Polish Consumer Rights Act).

25.2. The agreement is concluded in Polish. This English version is a translation. In case of discrepancies the Polish version prevails, without prejudice to the rule that unclear terms are interpreted in the Consumer's favour and to mandatory law.

25.3. If any provision proves invalid or unenforceable, the remaining provisions stay in force, and the law applies in place of that provision.

25.4. Not exercising a right in a given situation does not mean we waive it.

25.5. This version of the agreement (1.2 of 15 November 2026) is in force from the day it is published on the Website.

Annex 1. Free edition and Pro Licence

As of 15 November 2026. The scope of the Pro Licence that binds is the one described on the Website on the day of purchase.

What each edition includes

Feature	Free	Pro
Writing, suggestions, auto-correct, phrases, history, conversations, on-screen keyboard and scanning	yes	yes
AI jobs: on-device model and Gemini on your own key	yes	yes
macOS and Windows system voices	all	all
Cloud voices on your own key	2 female and 2 male per provider and language	all, including those added from the ElevenLabs library and your own
ElevenLabs voice library	no	yes
Emotion in the voice	the system voice changes pace and pitch	also emotion in cloud voices
Overlay: typing in other programs	no	yes
Name, contacts, own dictionary	yes	yes
Personas (description, tone, vocabulary, several personas) and style learning	no	yes
Quick audio export with one voice	yes	yes
Recording Studio: projects, segments, several voices	no	yes

The Program chooses which cloud voices are available in the Free edition. The set may change when a provider changes its list of voices. The Pro Licence does not cover charges for Cloud Services (point 9.7).

Annex 2. Message templates

A short message to hello@gettalker.app is enough. You can copy and fill in these templates. You do not have to use exactly these words.

Refund within 14 days (§ 10)

> **Subject:** Refund — TalkerApp Pro
>
> Please refund the price of my Pro Licence.
>
> Order number (from Polar's e-mail) or the e-mail address used for the purchase: ...

Withdrawal from the contract (point 10.3)

> **Subject:** Withdrawal — TalkerApp Pro
>
> I hereby withdraw from the contract for the purchase of a TalkerApp Pro Licence.
>
> Name: ... Purchase date: ... Order number: ...

Complaint (§ 13)

> **Subject:** Complaint — TalkerApp
>
> Problem: ...
>
> Program and system version: ... (e.g. TalkerApp 2.2.0, macOS 26)
>
> I expect: a fix / a price reduction / a refund

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TalkerApp — Licence and Terms of Use, version 1.2 of 15 November 2026. English translation; the Polish version prevails.