

TalkProxy — Payment and Subscription Terms

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1. Purpose and scope

These terms govern subscription, billing, renewal, changes and cancellation of TalkProxy paid plans, and the use and refund of minutes. They supplement the Terms of Use and Privacy Policy. Provider: Denis Kalugin, sole trader, SIRET 10410009400010, 153 avenue de Verdun, 06190 Roquebrune-Cap-Martin, France. Contact: myproxyapp@proton.me.

2. Plans and prices

TalkProxy may offer a free plan and several paid subscriptions. Before checkout, the app displays the applicable euro price including taxes where applicable, billing period, included minutes, features, renewal terms and any additional charges. This document fixes no prices or minute quantities. The terms shown before confirmation apply to each order, subject to rules on changes to existing contracts. Extra purchases require express confirmation.

3. Subscription and payment

The user selects a plan and expressly confirms the payment obligation after reviewing the total price and recurring billing frequency. Payment uses methods offered in the app. Activation follows payment confirmation, subject to reasonable technical delay. Contract confirmation and terms are provided on a durable medium as required by law.

4. Automatic renewal

Unless otherwise stated at checkout, paid subscriptions renew automatically each billing period with the disclosed charge. Users can disable renewal before the next payment. Paid access continues until the end of the current paid period, then the account reverts to Free unless another paid plan is purchased.

5. Included subscription minutes

The included quantity is displayed before purchase. Minutes are credited at the start of each successfully paid period and usable during that period only. Unused minutes expire at its end and do not roll over. Successful renewal credits the new plan allowance. These minutes are separate from extra purchased minutes.

6. Additional minutes

Users with an active paid plan may buy offered minute packages at the price and quantity displayed before payment. Minutes are credited after payment confirmation and have no contractual expiry date while the account exists. They may be used only with a compatible active paid subscription. Switching to Free suspends their use without expiring them; use resumes with a compatible paid subscription.

7. Consumption order and metering

Included subscription minutes are used first, followed by additional purchased minutes. Calls are metered by the second, with no rounding up to full minutes. Metering begins when the call connects, including an answering machine or interactive voice menu. Ringing before connection is not charged. Balance and usage are available in the app.

8. Running out of minutes

Before calling, the app may warn of a low balance and offer a top-up. Users may decline and continue. The call ends automatically when the last available paid second is consumed, without debt or automatic extra purchase. This does not limit user rights for faults attributable to TalkProxy.

9. Changing plans

Where available, a paid-plan change takes effect immediately after confirmation. The charge or credit is recalculated to reflect the paid period and displayed beforehand. Unused minutes included in the former plan are cancelled; the new plan allowance is credited as disclosed. Separately purchased minutes remain unchanged. Financial and balance effects are shown before confirmation.

10. Failed payment

If renewal payment fails, no new included minutes are credited. At the end of the previously paid period, the account reverts to Free. Purchased extra minutes remain on the account but cannot be used without a compatible paid plan. Paid access resumes after successful payment and activation.

11. Ordinary cancellation

Disabling automatic renewal stops future recurring charges. Unless a legal right or applicable refund ground requires otherwise, there is no voluntary refund for remaining days of a paid period; access continues until its end. Unused included minutes expire then. Purchased minutes remain but are inaccessible on Free. Mandatory consumer rights remain unaffected.

12. Refunds for extra minutes

After the paid subscription ends, users may request a voluntary refund of unused separately purchased minutes through support. Subject to necessary checks and legal rights, the amount is proportional to the unused balance and actual purchase price. Example: 200 minutes purchased for €200, 50 used, 150 remaining; €150 refunded. Discounts are reflected; multiple packages at different prices use a consistent, verifiable purchase and usage ledger. Once approved, refunded minutes are permanently removed and cannot be restored. Contact: myproxyapp@proton.me. Legally required refunds remain available.

13. Price changes

Prices for new subscriptions may change. Changes to active subscriptions must comply with the contract and applicable law. Where permitted, users receive individual advance notice stating the new price and cancellation options. No retroactive increases apply to paid periods. Where express consent is legally required, no change applies without it.

14. Account deletion

Deleting an account disables renewal and ends access. Before confirmation, users are told deletion is final and minutes cannot be automatically restored. Account balances are closed; registering again, even with the same email, does not restore them. Data are erased or retained only as stated in the Privacy Policy and required by law. Deletion does not extinguish legally owed claims or refund rights; support can handle previous transactions.

15. Right of withdrawal

Where statutory withdrawal rights apply to a distance contract, consumers benefit from the legally prescribed period and procedures, subject to statutory exceptions. Terms and financial consequences are disclosed before ordering. If the consumer expressly requests performance before the withdrawal period ends, the legal consequences apply, including to services already performed. No blanket automatic waiver is imposed. Statutory withdrawal mechanisms and myproxyapp@proton.me are available.

16. Billing issues and complaints

For billing, metering, payment or service-conformity errors, contact myproxyapp@proton.me. TalkProxy investigates and corrects attributable errors, including balance adjustment or refund where due. Statutory guarantees and remedies remain intact.

17. Related documents

These terms operate with the Terms of Use and Privacy Policy. Each order's prices and characteristics are those shown and accepted at checkout, subject to applicable law. Mandatory consumer-protection provisions prevail. Website: <https://www.talkproxy.eu>. Contact: myproxyapp@proton.me.

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