

Your Rights to engage in our Services

ChatChing grants their users with a personal licence to:

- (a) Access and use the Services for your personal use or to facilitate any business communications; and
- (b) Download, install and create an account for the use of the ChatChing application on one or more smart devices that your own or are granted permission to use which operate on systems that are compatible with the ChatChing iOS or Android application.

This licence provided to you is a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services in accordance with our Terms of Use.

You agree upon installation of the ChatChing Application that the software we provide may automatically download and update itself from time to time. These updates are designed to ensure the continued functionality of the Application which continuing to enhance our Services for users.

ChatChing's Rights in the Services

ChatChing owns all trademarks, copyrights, domains, logos, trade secrets, patents and other intellectual property that are found in the Services. Users are not granted the right to use any intellectual property that is owned by ChatChing unless you are granted the express permission to do so by ChatChing.

When engaging in the Services, users grant ChatChing with a non-exclusive, worldwide, royalty-free, sublicensable and transferable licence to use, reproduce and distribute the content that you upload, submit, store, send or receive on our Application. The licence to use this information is limited only to operating and providing our Services and researching and developing new services. This license is subject to our Privacy Policy.

We may also review, screen and delete any content that is uploaded onto our Application if we think it may violate our terms of use. You are responsible for backing up your content and we will not be liable to any content that is lost as a result of our screening processes.

Our Services may also contain advertisements. You agree to ChatChing and any third party affiliates placing their advertising in the Services in exchange for your use of our Services.

Correct use of our Services

When engaging in our services, we do not permit users to upload, post or send content which:

- (a) violates or infringes our or any third-party right, including any intellectual property which ChatChing holds the rights to;
- (b) is intended to mislead other users;
- (c) is illegal or promotes any illicit activity;
- (d) is an attempt to impersonate or steal the identity of other users or ChatChing;
- (e) can be constituted as harassing, bullying, abusive behaviour, threatening language or is offensive to other users;
- (f) can be constituted as the illegal distribution of pornographic content;
- (g) seeks to promote violence, racism, discrimination, bigotry, hatred or physical harm against any of our users and other groups;
- (h) is harmful to users that are under age or can be considered as a minor in the respective jurisdiction of the user;
- (i) coerces other users of ChatChing into send any form of identification or information relating to the details of their ChatChing wallet; and
- (j) will ensure that the positive experiences enjoyed by other users on the Application is at risk.

When engaging in our services, users agree not to:

- (a) upload any content onto the Application that can carry a virus, worm, malicious code or any content that is intended to damage the ChatChing network or the devices of any of our users;
- (b) force or mislead any of our users into providing their personal details or details relating to whether they store their ChatChing Coins;
- (c) doing anything that will impair or disable the servers or networks that run in connection with the Services; and
- (d) attempt to gain access to the Services without the prior consent of ChatChing.

Your Account and Wallet

Users are responsible for anything that happens to their account, the ChatChing wallet and their ChatChing Coins. We recommend keeping all your details in relation to these items secure. Keeping a strong password and refraining from sharing account information with others is a good start to ensuring that your account details are secure.

In relation to your account and your ChatChing wallet, you agree that you will not:

- (a) create another account if any previous accounts held by you have been barred from our Services unless you have sought out ChatChing's written consent to do;
- (b) share details in relation to your account, passwords or your ChatChing wallet with anyone; and
- (c) attempt to log in to access the Services through unauthorised third-party systems.

If you believe that the security of your account or ChatChing wallet has been compromised, we recommend contacting our team at security@chatching.com

Privacy Policy

Protecting the privacy of our users is pivotal to ChatChing. We highly recommend that users take the time to read our Privacy Policy to see what sort of information we collect from our users and how we handle that information.

Protecting the Intellectual Rights of Copyright Holders

We encourage all our users to respect and abide by the intellectual property rights held by other users. If you believe that your intellectual property rights have been violated by users on the ChatChing Application, we will assist in facilitating the removal of material that unlawfully infringes your rights. In order to assist us in the process, we will right copyright holders to provide us with the following details:

- (a) identification of the material that you claim infringes your intellectual property rights;
- (b) information pertaining to the location of the material on the application that infringes your intellectual property rights;
- (c) your personal details (name, address, contact number and email address) so that we may further discuss the issue with you when required;
- (d) any details that may evidence your ownership of the material that has been copyrighted;
- (e) a personal statement which outlines your belief that the material that has been posted infringes the rights of the copyright owner; and
- (f) a statement which verifies that any claims made by you are accurate and that you are authorised to make the claim as you are either the owner of the intellectual property rights or are authorised to make the claim on behalf of the owner of the intellectual property rights.

Any misrepresentations or false statements that are made against any of our users automatically subjects the complaining party to liability for damages, costs and attorney's fees incurred by us in connection with the enquiries that we will make with respect to the alleged copyright infringement.

Third-Party Services

In engaging in our Services, users may also be provided with the option to use, interact and access third-party websites, apps, content and services. For example, when exchanging your ChatChing Coins for fiat money, users will be provided with the option to access cryptocurrency exchanges which facilitate the trading of the ChatChing Coin. It is important to note that when engaging in third-party services, users will be subject to the terms and privacy policies set by the third-party and these terms will govern your use of their services.

Availability of our Services

From time to time, our Services may be interrupted or ceased to facilitate periods in which maintenance, repairs or upgrades occur. Our Services may also be temporarily disabled due to network or equipment failures. Users must understand that the availability of our services or certain features in the Application may cease temporarily as a result of circumstances out of our control, including force majeure events inter alia. We will seek to rectify any issues relating to the availability of Services in a timely manner to ensure that users can continue to enjoy the use of our Services.

Termination of our Services

At our discretion, we may choose to suspend or terminate a user's access to our Services at any point in time if we feel that your use violates our terms of use or creates situations which will expose ChatChing to risk or possible legal exposure. Upon termination or suspension, the following provisions of our terms of use will survive and may still apply to users: "Disclaimers," "Limitation of Liability," "Indemnification," "Availability of our Services," "Termination of our Services" and "ChatChing's rights in the Services."

Indemnification

Users agreed to defend, indemnify and hold harmless ChatChing and all our related parties from and against any claims, liabilities, damages, suits, losses and expenses (including reasonable legal fees and costs) brought by third parties in connection with any of:

- (a) your use of our Services;
- (b) your user content;
- (c) your breach or alleged breach of our Services;
- (d) any misrepresentations made by you;
- (e) any attempts made by you to infringe the intellectual property rights of third-parties; or
- (f) any violations you have made of our terms of use.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter that you are required to indemnify. You agree to cooperate with all reasonable requests made by us in the defense or settlement of any claim that may arise in accordance with this term. We will use reasonable efforts to notify you of any claim that may fall under this term once we have been made aware of the claim.

Disclaimers

YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK AND SUBJECT TO THE CONTENTS OF THIS DISCLAIMER. THE SERVICES ARE PROVIDED TO USERS ON A "AS-IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, STABILITY, ACCURACY, OR NONINFRINGEMENT. CHATCHING MAKE NO WARRANTIES THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CHATCHING IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CONDUCT OR USER CONTENT ON ITS SERVICES.

You hereby irrevocably and unconditionally release and forever discharge ChatChing and all related parties from any and all claims, demands, and rights of action, whether now known or unknown, that relate to any interactions with, or acts or omission of, the Services and ChatChing and all related parties. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Limitation of Liability

IN NO EVENT WILL CHATCHING OR ANY OF THEIR RELATED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, EVEN IF CHATCHING AND ALL THEIR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS WILL SPECIFICALLY INCLUDE ANY CLAIMS MADE BY USERS IN RELATION TO LOSS OF THEIR CHATCHING COIN OR ANY OTHER FINANCIAL LOSS THAT MAY OCCUR AS RESULT OF THE USERS USE OF OUR SERVICES. ACCESS TO, AND USE OF, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CHATCHING AND ALL THEIR RELATED PARTIES LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE SITES AND PRODUCTS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) FIFTY AUSTRALIAN DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID CHATCHING IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT WILL CHATCHING'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR DAMAGES DESCRIBED ABOVE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Governing Law

This agreement is governed by the laws of New South Wales in the country of Australia. The parties agree to submit to the non-exclusive jurisdiction of its courts. Any disputes, whether in court or arbitration, which may arise between the user and ChatChing will be governed by the laws of New South Wales.

Severability

Should any part of these terms be or become invalid, that part shall be severed from these terms. Such invalidity shall not affect the validity of the remaining provisions of these terms.

Other Terms

If ChatChing elects not to enforce any of these terms against their users, this will not constitute a waiver. Users will not be allowed to transfer any rights or obligations they may have under these terms without the written consent of ChatChing. We may assign any of these terms without your consent.

If ChatChing is required to contact users in relation to any of these terms, the user consents to receive an electronic message from us on the Application.