

TERMS AND CONDITIONS

Welcome to KWIMMESSENGER!

KWIMMESSENGER is owned and operated by KWIM Solutions Pty Ltd.

These are the terms and conditions for:

- **KWIMMESSENGER App (Android and iOS version - Available on Google Play and App store)**
- <https://kwimmessenger.com>

(Hereinafter referred to as "KWIMMESSENGER")

By downloading and using the platform, you agree to be bound by these Terms and Conditions ("Terms") and our Privacy Policy. If you do not accept all these Terms, then you may not use our platform and services. In these terms, "we", "us", "our" and "KWIMMESSENGER" refers to KWIMMESSENGER and "you" and "your" refers to you, the user of KWIMMESSENGER.

The following terms and conditions apply to the platform and services offered by KWIMMESSENGER. This includes the mobile and tablet versions as well as any other version of KWIMMESSENGER accessible via desktop, mobile, tablet, social media, or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR SERVICES.

1. ELIGIBILITY

You may use the platform only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of the platform is available for all ages. In the case of minors, it is the responsibility of parents and legal guardians to determine whether use of the platform or any of the content and functionality available on the platform is appropriate for their child or minor ward. KWIMMESSENGER reserves the right to make the necessary checks during the registration process.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. KWIMMESSENGER may, in its sole discretion, refuse to offer the platform and services to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

By using the platform, you represent and warrant that you have the full right, power and authority to enter into these terms and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these terms.

2. ACCOUNT

If you register with KWIMMESSENGER, you will be asked to choose a password and may be asked for additional information about your account. You must choose and create a strong password. Users may register and log in through their Google and Facebook accounts. By registering and logging in through third party accounts, the user agrees that we may collect information through these third party accounts for the sole and exclusive purpose of logging into the platform and creating a user account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify KWIMMESSENGER of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out of your account at the end of each session. You may never use another user's account without KWIMMESSENGER's prior authorization. KWIMMESSENGER will not be liable for any loss or damage arising from your breach of this agreement.

By providing KWIMMESSENGER with your email address and phone number, you agree that we may use your email address to send you communications, news and special content. We may also use your email address and phone number to send you notifications, push notifications and other messages, such as changes to service features, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your opt-out request via contact information or by using the "unsubscribe" option in emails or mobile notifications. Opting out may prevent you from receiving emails about updates, news or special content.

Users may cancel their accounts at any time and for any reason by sending us their request through our contact information. Such cancellation will only result in the deletion of the account and the deletion of all personal data granted to KWIMMESSENGER.

KWIMMESSENGER reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if KWIMMESSENGER believes that you have breached any of these terms, furnished KWIMMESSENGER with false or misleading information, or interfered with use of the platform or the service by others.

3. OWNERSHIP AND LICENSES

The functionalities and methods used by the platform are patented. The ownership rights of the platform and the patent of the methods used on the platform belong exclusively to KWIM Solutions Pty Ltd. Any physical or virtual exposure of the methods used on the platform may give rise to violations of the intellectual property rights of KWIM Solutions Pty Ltd.

KWIMMESSENGER gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software (platform) provided to you by KWIMMESSENGER as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by KWIMMESSENGER, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor

may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests, or rights of the KWIMMESSENGER platform or third parties.

This service prohibits sending of messages, that: (1) Any kind of messages that are catalogued as SPAM. (2) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (3) distribute trojans, viruses or other malicious computer software (4) Any message with obscene or offensive content (5) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (6) distribute intellectual property without ownership or a license to distribute such property (7) Breach, in any way, the terms of service, privacy policy or rules of this platform or the recipients.

KWIMMESSENGER reserves the right to terminate your access immediately, with or without notice, and without liability to you, if KWIMMESSENGER believes that you have violated any of these terms or interfered with the use of the platform or service by others.

4. DISCLAIMER

By accessing the platform and using the functionalities available on the platform, you accept personal responsibility for the results of your use of the platform. Users are solely and exclusively responsible for the information and content they share, translate and send through the platform. Any communication established through the platform between users is the sole and exclusive responsibility of the users. You agree that Daddies does not guarantee that translations of content provided by users through the platform are accurate and precise. The use of the platform and the content provided through the platform is the sole and exclusive responsibility of the users.

5. USER CONTENT

Some features of the platform allow users to share information with other users. The user retains any rights you may have on the content and information you share through the platform. KWIMMESSENGER is not responsible for the accuracy, safety or legality of the content and information that the user provides and shares through the platform. The user is solely and exclusively responsible for their content and information. KWIMMESSENGER nor its directors, agents, employees and partners shall have any liability for the information or content provided by users through the platform.

6. USER CONTENT DISCLAIMER

We have no obligation to edit or monitor any content that you or other users provide through the platform, and we will not be in any way responsible for any content that users share and provide through the platform. However, KWIMMESSENGER may, at any time and without

notice, filter, remove, edit or block any user content that, in our judgment, violates these terms or is otherwise objectionable. You understand that, by using the Platform, you will be exposed to content from a variety of sources and acknowledge that content that users share through the Platform may be inaccurate, offensive, indecent or objectionable. You agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against KWIMMESSENGER with respect to the content that you and users provide through the platform.

7. COPYRIGHT

All KWIMMESSENGER materials, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other items are protected by copyrights, patents, trademarks and/or other intellectual property rights owned and controlled by KWIMMESSENGER or by third parties who have licensed or provided their material to the website. You acknowledge and agree that all Materials on KWIMMESSENGER are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without KWIMMESSENGER prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize KWIMMESSENGER or any part of the material for any purpose other than its intended purposes is strictly prohibited. Please do not copy any content and pass it off as your own, as a copyright infringement will occur.

8. COPYRIGHT COMPLAINTS

KWIMMESSENGER will respond to all inquiries, complaints and claims regarding an alleged infringement by breach or violation of the provisions contained in the international copyright regulations. KWIMMESSENGER respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any material provided on or in connection with the KWIMMESSENGER platform infringes your copyright or other intellectual property rights, please send us your request through our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- A statement specifically identifying the location of the infringing material, with enough detail that KWIMMESSENGER may find it on the “KWIMMESSENGER” website. Please note it is not sufficient to merely provide a top-level URL.
- Your name, address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

9. KWIMMESSENGER RESPONSIBILITIES

KWIMMESSENGER provides and maintains the platform "as is", "as available" and does not promise that the use of the platform will be uninterrupted or totally free of errors.

We cannot offer any other warranties, conditions, or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the fullest extent permitted by law.

You shall be responsible for any breach of these terms by you and if you use the platform in violation of these terms you shall be liable and shall reimburse KWIMMESSENGER for any loss or damage caused as a result.

KWIMMESSENGER shall not be liable in any amount for the breach of any obligation under this agreement if such breach is caused by the occurrence of any unforeseen event beyond its reasonable control, including without limitation Internet outages, communications outages, fires, floods, wars or acts of God.

Subject to the foregoing, to the maximum extent permitted by law, KWIMMESSENGER excludes liability for any loss or damage of any kind whatsoever, including without limitation any direct, indirect or consequential loss, whether or not arising from any problem you notify KWIMMESSENGER and KWIMMESSENGER shall have no liability to pay any money by way of compensation, including without limitation all liability in connection with:

- Any incorrect or inaccurate information on KWIMMESSENGER' platform.
- The infringement by any person of any intellectual property rights of any third party caused by the use of the platform or any product purchased through the platform.
- Any loss or damage resulting from your use or inability to use the platform or resulting from unauthorized access to or alteration of your transmissions or data in circumstances beyond our control.
- Any loss of profit, wastage, corruption or destruction of data or any other loss not directly resulting from something we have done wrong.
- All representations, warranties, conditions and other terms that would otherwise be effective are set forth in this notice.

10. PROHIBITED ACTIVITIES

The content and information available on the platform (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons, or other material), as well as the infrastructure used to provide such content and information, are owned by or licensed to KWIMMESSENGER by third parties. For all content other than your content, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information or services obtained from or through the platform. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, disseminate, display, sell, license, copy or otherwise exploit any content of the site, including, without limitation, using any robot, spider, scraper or other automated means or any manual process for any purpose that is not in accordance with this agreement or without our express written permission.
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any part of the application for any purpose without our express written permission.
- Attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software used by KWIMMESSENGER.
- Evade, disable or otherwise interfere with security-related features of the platform or features that prevent or restrict use or copying of any content.

11. INDEMNIFICATION

You agree to defend and indemnify KWIMMESSENGER and any of their directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the platform.

12. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by KWIMMESSENGER for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

13. CHANGES AND TERMINATION

We may change the platform and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the platform constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

14. PERSONAL DATA

Any personal information you submit in connection with the use of the platform will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

15. INTEGRATION CLAUSE

This Agreement together with the Privacy Policy and any other legal notices published by KWIMMESSENGER, shall constitute the entire agreement between you and KWIMMESSENGER concerning and governs your use of the platform.

16. DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions or the use of the platform shall be resolved by binding arbitration between you and KWIMMESSENGER, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event a dispute arises in connection with your use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization, as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. KWIMMESSENGER may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform.

17. FINAL PROVISIONS

These conditions are governed by the laws of Seychelles. Use of our platform is not authorized in any jurisdiction that does not give effect to all of the provisions of these Terms.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our platform or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

18. CONTACT INFORMATION

If you have questions or concerns about these Terms, please contact us through our chat, our contact page or by using the contact information below:

KWIMMESSENGER - KWIM Solutions Pty Ltd.

Info@kwimessenger.com