Last modified: September 4, 2019

(“KCHAT,” “our,” “we,” or “us”) by Bluecrystal AppPlay Sdn Bhd provides messaging and other services to users around the world. Please read our Terms of Service so you understand what’s up with your use of KCHAT. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

**No Access To Emergency Services**

There are important differences between KCHAT and your mobile and fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile, fixed-line telephone, or other service.

**About our services**

*Registration*. You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

*Age*. You must be at least 13 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

*Devices and Software*. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

*Fees and Taxes*. You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

**Privacy policy and user data**

KCHAT cares about your privacy. KCHAT’s Privacy Policy describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to the United States and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

**Acceptable use of our services**

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

*Legal and Acceptable Use*. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of KCHAT, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

*Harm to KCHAT or Our Users*. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

*Keeping Your Account Secure*. You are responsible for keeping your device and your KCHAT account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

**Licenses**

Your Rights. KCHAT does not claim ownership of the information that you submit for your KCHAT account or through our Services. You must have the necessary rights to such information that you submit for your KCHAT account or through our Services and the right to grant the rights and licenses in our Terms.

**KCHAT’s Rights**

We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights.

**Disclaimers**

You use our services at your own risk and subject to the following disclaimers. We are providing our services on an “as is” basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error free, secure, or safe, or that our services will function without disruptions, delays, or imperfections. We do not control, and are not responsible for, controlling how or when our users use our services or the features, services, and interfaces our services provide. We are not responsible for and are not obligated to control the actions or information (including content) of our users or other third parties. You release us, our subsidiaries, affiliates, and our and their directors, officers, employees, partners, and agents (together, the “KCHAT parties”) from any claim, complaint, cause of action, controversy, or dispute (together, “claim”) and damages, known and unknown, relating to, arising out of, or in any way connected with any such claim you have against any third parties.

**Limitation of liability**

The KCHAT parties will not be liable to you for any lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with our terms, us, or our services, even if the kchat parties have been advised of the possibility of such damages. Our aggregate liability relating to, arising out of, or in any way in connection with our terms, us, or our services will not exceed the greater of five hundred ringgit (RM500) or the amount you have paid us in the past twelve months.

**Indemnification**

You agree to defend, indemnify, and hold harmless the KCHAT Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

**Availability and termination of our services**

*Availability of Our Services.* Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

*Termination.* We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with KCHAT: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Indemnification,” “Availability and Termination of our Services,”.