

# TERMS OF USE

**Updated: March 2023**

These Terms of Use apply when you use Friendify's services, including our AI chatbot GPT service, software, tools, developer services, data, documentation, and websites ("Services"). These Terms include our Service Terms, Sharing & Publication Policy, Usage Policies, and any other documentation, guidelines, or policies that we may provide in writing. By using our Services, you agree to these Terms. Additionally, our Privacy Policy explains how we collect and use personal information to ensure your privacy is protected while using our service. By using our Services, you agree to comply with these Terms and any updates we make to them in the future.

## Eligibility

To use Friendify's Services, you must be at least 13 years old. If you are under 18 years old, you must have permission from a parent or legal guardian to use our Services. If you are using our Services on behalf of another person or organization, you must have the authority to agree to these Terms on their behalf.

You are required to provide accurate and complete information to register for an account with our Services. It is your responsibility to keep your access credentials or account information confidential and not share it with anyone outside your organization. You are responsible for any and all activities that occur under your credentials.

## Proprietary Rights

The content, design, and software of Friendify, including without limitation the text, graphics, logos, and images, are owned by us and/or our licensors and are subject to copyright, trademark, and other intellectual property rights. You may not copy,

reproduce, distribute, or create derivative works of any materials obtained from Friendify without our prior written consent.

## **Change to the Terms**

We may update these Terms from time to time, and the "Last updated" date above will reflect the most recent changes. You should review the latest version of these Terms and remain aware of any updates. When you continue to use our services after the updated date, we assume that you have read and will comply with our latest Terms. Any disputes arising under these Terms will be resolved in accordance with the version of the Terms that was in effect at the time the dispute arose. If a dispute arises from a transaction, the terms in effect at the time of the transaction will apply to resolving the dispute.

## **License**

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by Friendify, our third-party providers and other respective owners if any.

We provide content through the Service that is copyrighted and/or trademarked work of Friendify or Friendify's third-party licensors and suppliers (collectively, the "Content"). Content here shall include all content accessed by you at any time. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by Friendify and such third parties through the application of methods and

standards of judgement developed and applied through the expenditure of substantial time, effort, and money and constitutes the valuable intellectual property of Friendfiy and such others. Accordingly, you shall protect the proprietary rights of Friendfiy and all others having rights in the Service during and after the term of this agreement and comply with all written requests made by Friendfiy to protect its and others' contractual, statutory, and common law rights in the Service.

Subject to these Terms, and your compliance with these Terms, Friendfiy hereby grants you a limited, personal, non-exclusive, non-sub-licensable and non-transferable licence to use the Content and this Service, in each case solely for your personal use. You agree not to use the Service or any of the Content for any commercial purpose. Except for the foregoing licence, you have no other rights to the Service or any Content, and you may not modify, edit, copy, distribute, reproduce, publish, display, perform, licence, sell, rent, lease, loan, create derivative works of, create any index, reverse engineer, alter, enhance, provide access to or in any way exploit the Service or Content in any manner.

If you breach any of these Terms, the above licence will terminate automatically and you may not continue using our services.

## **Restrictions**

You must comply with all applicable laws when using Friendify. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to:

- Copy, modify, or create derivative works of the Service or any Content;
- Copy, manipulate, or aggregate any Content (including data) to make it available to any third party;
- Trade, sell, rent, loan, lease or license any Content or access to the Service, whether

commercially or free of charge;

- Use or introduce to the Service any data mining, crawling, "scraping", robot or similar automated or data gathering or extraction method, or manually access, acquire, monitor or copy any portion of the Service, or download or store Content (unless expressly authorized by Friendify). Certain data and other information within the Service is available by subscription, or for a fee.

- Make excessive requests or take any actions that interfere with, disrupt, or impose an undue burden on the Service or any server or network connected to the Service or negatively affect the quality or availability of any Content or speed or functionality of the Service;

- Using a virus, Trojan horse, worm, time bomb, or other malware to the Service, or use any device, software, or routine to bypass any software or hardware that prohibits volume requests for information or interactions with other users.

- Violate, bypass, or circumvent any security measure intended to limit or prevent access to the Content or Service; or otherwise attempt to gain unauthorized access to the Service, any Content, or to any computer systems or networks connected to the Service or any Friendify server, whether through hacking, password mining, unauthorized use of another's password/credentials or any other means;

- Restrict, inhibit, or interfere with the use of the Service by any other user (including by hacking or defacing the Service);

- Introduce or otherwise distribute through the Service any computer program that damages, interferes with, intercepts, collects, releases, or discloses any system, data, or personal information of ours or any third parties;

- Make use of any of our trademarks, service marks, trade names, or logos or those of any third party displayed on the Service; or modify or remove any copyright or other proprietary notice in the Content;

- Use the Content or Services for or in conjunction with any activity that (i) violates any

law, statute, ordinance, or regulation, (ii) involves proceeds of any unlawful or illegal activity.

Additionally, you acknowledge and agree that you (and not Friendify) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software, and services needed for you to access and use the Service, and paying all charges related thereto.

## **Privacy Policy**

Please read the Friendify Privacy Policy carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into and made a part of, these Terms.

## **Use of Services**

You are granted a non-exclusive right to access and use Friendify's Services in compliance with these Terms and applicable laws. We and our affiliates retain all rights, title, and interest in and to the Services.

## **Third-Party Services**

The use of any third-party software, services, or products with Friendify's Services are subject to their own terms and conditions. Friendify is not responsible for any third-party products or services.

## **Feedback**

We value and welcome feedback, comments, ideas, proposals, and suggestions for improving our Services. If you provide us with feedback, we may use it without restriction or compensation to you.

## **Disclaimer of Warranties**

FRIENDIFY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DO NOT GUARANTEE THAT THE SERVICES PROVIDED ON FRIENDIFY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE CONTENT OR SERVICES ON FRIENDIFY IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## **Limitation of Liability**

FRIENDIFY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF FRIENDIFY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE APPLICATION AND CONTENT. UNDER NO CIRCUMSTANCES WILL FRIENDIFY'S.

TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE APPLICATION OR CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE. BECAUSE SOME APPLICABLE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE

LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **Indemnity**

Except to the extent prohibited under applicable law, you shall indemnify, defend and hold harmless Friendify and its members, managers, directors, officers, employees, partners, consultants, contractors, service providers, agents, successors and assigns from and against any and all suits, actions, proceedings and claims by third parties (whether threatened or actual), and all losses, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of, relating to or in connection with: (i) your use (or misuse) of and access to the Service or Content; (ii) your violation of any of these Terms; (iii) your violation of any applicable law, rule or regulation; (iv) any claim that any information provided by you to Friendify in connection with the Application, including the Content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (v) any dispute that you have with any third party relating to or in connection with the Service or Content. Friendify reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Friendify in asserting any available defences and in the conduct of the such defence.

## **Enforcement**

The remedies available to Friendify in these Terms are cumulative and in addition to any others available to Friendify. Friendify may seek all remedies available to it at law and in equity for any violation of these Terms. Friendify may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data, or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators; (iii) system administrators at Internet service providers, networks, or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address, or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena, or other legal process or governmental or regulatory request.

## **General Terms**

These Terms (and any other terms or agreements referenced herein, including our Privacy Policy), constitute the entire agreement between you and Friendify relating to your use of the Service and supersede all prior or contemporaneous communications,



whether electronic, oral or written, between you and Friendify with respect to the Service. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Friendify and/or its affiliates as a result of these Terms or use of the Service.

In no event shall Friendify be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Our performance under these Terms is subject to existing laws and legal processes, 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 the

Service or information provided to, or gathered by, us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you but may be assigned by Friendify without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be

deemed superseded by valid and enforceable provisions that, to the extent possible, fulfil the business purposes and intent of such invalid and unenforceable provisions.

In addition to and without limiting the preceding paragraph, some jurisdictions may provide rights in addition to those provided in the above "Limitation of Liability" section or do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, the limitations set forth in the above Disclaimer and Limitation of Liability section may not apply to you in whole or in part or there may be state or country-specific provisions that supersede such limitations in whole or in part. Any provision of the above Limitation of Liability section that is declared invalid shall be deemed severable and shall not affect the validity or enforceability of the remainder.

Any heading or section title contained herein is for the convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.

If you have any questions or concerns about this Agreement, please contact us at the following email address: [contact@friendify.com](mailto:contact@friendify.com).