

TERMS OF USE

Thanks for using Touchpoint!

The following terms and conditions (the "Agreement") govern all use of the "Touchpoint" application ("Application"). The Application is owned and operated by Pongolabs Pty Ltd. ("Pongo"). The Application is subject to your (the "User") acceptance without modification of all of the terms and conditions contained herein.

BY USING OR ACCESSING ANY PART OF THE APPLICATION, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

Pongo reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User's responsibility to check this Agreement periodically for changes. User's continued use of the Application following email notification of any changes to this Agreement constitutes acceptance of those changes. This Agreement is void where prohibited by law, and the right to access and use the Application is revoked in such jurisdictions.

1. AGE RESTRICTION.

User hereby certifies to Pongo that if User is an individual (i.e., not a corporation), User is at least 14 years of age. User also certifies that it is legally permitted to use the Application.

2. LICENSE.

Subject to the terms and conditions of this Agreement, User is hereby granted a non-exclusive, non-transferable, non-sublicensable, terminable license to access downloads and use the Application solely for the purposes for which the Application is provided, provided that Pongo reserves the right to charge User fees for the license with advanced notices of not less than seven (7) days. This license is personal to User and User will not use the Application for any commercial purpose.

3. RESTRICTIONS.

User shall not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Application (except that this restriction shall not apply to the limited extent restrictions on reverse engineering prohibited by applicable local law); (ii) modify or create derivatives of any part of the Application; (iii) rent, lease, or use the Application for timesharing or service bureau purposes; or (iv) remove or obscure any proprietary notices on the Application. As between the parties, Pongo shall own all titles, ownership rights, and intellectual property rights in and to the Application, and any copies or portions thereof.

User shall not (i) submit false information to the Application, or (ii) use the Application for any purpose that is unlawful or prohibited by this Agreement.

4. FILE SHARING AND USER CONTENT.

The Application allows Users to share documents, files, materials, content, data, and any other information User submits to, or through, the Application (User's "Content").

USER ACKNOWLEDGES AND AGREES THAT BY UTILIZING ANY OF THE AFOREMENTIONED FEATURES, USER CONSENTS TO PONGO AND ITS AGENTS AND PROVIDERS (I) ACCESSING YOUR DEVICE FOR SUCH PURPOSES, AND (II) STORING, SYNCING, AND SHARING USER'S CONTENT AS INDICATED/REQUESTED BY USER THROUGH USER'S USE OF THE APPLICATION. USER HEREBY GRANTS TO PONGO ALL NECESSARY RIGHTS AND LICENSES (SUCH AS THE RIGHT AND LICENSE TO USE, COPY, MODIFY, TRANSMIT, DISTRIBUTE, STORE, AND CACHE SUCH CONTENT) AS REASONABLY NECESSARY FOR PONGO TO ACHIEVE SUCH ACTIVITIES.

User is solely responsible for maintaining and protecting all Content that is shared, retrieved, or otherwise processed by or in connection with the Application. Without limiting the foregoing, User will be responsible for all costs and expenses that User or others may incur with respect to backing up, and restoring and/or recreating any Content that is lost or corrupted. User accesses/uses/relies on the Content of other Application users at User's own and sole risk.

With respect to all Content, User represents and warrants that (i) User has the full right and authority to access and distribute, (ii) no such Content will infringe or misappropriate or otherwise violate the rights of any third party, (iii) no such Content will violate any law or regulation, (iv) no such Content will be disparaging or defamatory toward others, sexually explicit, or abusive, (v) no such Content will be contrary to, or inconsistent with, the social mores, ethics, or public policies, (vi) no such Content will contain any direct or indirect messages or nuances that may be seen as advocating or promoting any illegal, illicit, immoral, violent, or unethical activities or ideas, (vi) no such Content will damage or otherwise adversely affect the Application or any of the systems used by or on behalf of Pongo to host or otherwise provide the Application.

5. REGISTRATION; SECURITY.

As a condition to using certain products and services of the Application, User will be required to agree to these Terms of Use when using or accessing any part of the application.

6. Provision of Information and Posting of Advertisements.

(i) Pongo may post a variety of information on the screen of the Application, or provide it to its users via email or through other methods.

(ii) Pongo may post various advertisements related to the services of the Company and affiliated companies on the screen of the Application, or provide them to its users via email or through other methods after obtaining consent from its users.

(iii) Users, both with and without membership, shall not take any measure to change, modify, or restrict the postings or other information related to the service provided by Pongo.

(iv) Communicating or making transactions with an advertiser by interacting with the advertisement posted in the service or through the service when there is a promotion activity, is entirely a matter between the user and the advertiser. In the event that there is a dispute or a problem between a user and an advertiser, it shall be resolved directly by the user and the advertiser, and Pongo shall not take any responsibility or liability in this respect.

7. Service Fees.

Paid services are all prepaid, and service details and usage fees will be provided to relevant parties.

8. API.

Terms governing User's use of Touchpoint API must be separately entered and are accessible to download from here. Under the separate terms, if applicable, Pongo may also grant you a separate non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the Touchpoint Services for personal or business purposes. Such terms governing User's use of Touchpoint API may contain pricing policies.

9. INDEMNIFICATION.

User is responsible for all of its activity in connection with the Application, including any Contents. User shall defend, indemnify, and hold harmless Pongo, its affiliates and each of

its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or in connection with User's (i) access to or use of the Application, (ii) Content, or (iii) violation of this Agreement.

10. WARRANTY DISCLAIMER.

THE APPLICATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Pongo MAKES NO WARRANTY THAT (I) THE APPLICATION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (II) THE APPLICATION WILL NOT DAMAGE OR ALTER CONTENT, OR (III) THE RESULTS OF USING THE APPLICATION WILL MEET USER'S REQUIREMENTS OR EXPECTATIONS. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. LIMITATION OF LIABILITY.

IN NO EVENT SHALL PONGO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE APPLICATION: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FORESEEABLE, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR ANY DAMAGE CAUSED TO ANY CONTENT BY THE APPLICATION OR OTHERWISE, OR (IV) FOR MATTERS BEYOND PONGO'S REASONABLE CONTROL. USER UNDERSTANDS THAT THE APPLICATION MAY CONTAIN BUGS OR THE LIKE, OR MAY FOR OTHER TECHNICAL REASONS SUCH AS FORMAT COMPATIBILITY, CAUSE ALTERATION OR DAMAGE TO CONTENT - AND USER ACCEPTS SUCH RISK. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERMINATION.

Pongo may terminate, and subsequently further refuse to grant, User's access to the Application at any time, with or without cause. Upon termination, User will no longer access (or attempt to access) the Application. User may terminate User's account at any time through User's account page. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers and limitations of liability. User acknowledges and agrees that upon termination, User's contents will no longer be available if not sooner deleted per Pongo's policies, which may be amended from time to time without notice to Users.

13. PRIVACY

Pongo's current privacy policy is available at [Privacy Policy](#) (the "Privacy Policy"), which is incorporated by this reference.

14. REQUEST FROM LAW ENFORCEMENT AGENCIES.

User agrees that Pongo may from time to time receive requests from law enforcement agencies to search and deliver any data concerning Contents, User's identification, User's usages, Content itself, and other similar information and may comply with such requests with or without advance notices to User.

15. MISCELLANEOUS.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Pongo shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond

Pongo's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). Parties may seek equitable reliefs such as injunctions and specific enforcements in addition to damages. In any proceedings or actions arising out of this Agreement, the prevailing party is entitled to reasonable attorney's fees and all costs incurred in connection with such proceedings and actions. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary and all other provisions of this Agreement shall otherwise remain in full force, in effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by User except with Pongo's prior written consent. Pongo may transfer, assign, or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the country where Pongo's headquarter is located. User waives any defense based on lack of personal jurisdiction, inconvenient venue, lack of notice, defect in services of court documents, forum, and any other similar doctrines. User agrees that a notice by an email specified by User constitutes a valid notice for delivery of summons and other court documents. User agrees that Pongo may enforce any orders or judgments (which it may obtain from a court located in the country where Pongo's headquarter is then located) in a country where User resides. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Pongo in any respect whatsoever.

16. ACKNOWLEDGMENT OF COMPLETE UNDERSTANDING.

By downloading, accessing, and/or using Application in any way, User explicitly acknowledges that User has read, understood, and agreed to all of the provisions of this Agreement regardless of whether User's primary language is English or not.

END