

BEFRIEND INC

TERMS AND CONDITIONS OF USE

1 **Introduction**

2 By accessing or using the Befriend website, Befriend services, or any applications (including mobile applications) made available by Befriend (together, the “**Service**”), you agree to be bound by these terms and conditions of use (“**Terms of Use**”). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access the Service.

3 **Modifications to these Terms of Use**

4 We may change these Terms of Use, from time to time, without providing notice to you, by posting an updated version of the Terms of Use on the Service. You should regularly check these Terms of Use for any amendments. If these Terms of Use are amended, you must comply with the updated Terms of Use. If you do not agree to the updated Terms of Use, you must immediately cease using the Service.

5 **Interpretation**

In these Terms of Use:

6 headings are for convenience only and do not affect interpretation;

7 the singular includes the plural and conversely, and a gender includes all genders;
and

8 “including” and similar expressions are not words of limitation.

9 **Rules of Conduct**

10 You must be 18 years of age or older to use the Service.

11 You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.

12 You are responsible for any activity that occurs through your account and you agree that you will not sell, transfer, or license your account or any account rights. Befriend prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide to Befriend upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

13 You agree that you will not solicit, collect or use the login credentials of other Befriend users.

14 You are responsible for keeping your password secret and secure.

- 15 You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or Confidential Information (including information obtained through the Service, the identity of any user of the Service, except in each case for the information which is in, or which enters, the public domain otherwise than as a consequence of a breach of these Terms of Use) via the Service.
- 16 You are solely responsible for your conduct and any data, text, files information, usernames, images, graphics, photos, profiles and any other content or materials ("**User Content**") that you submit, post or display on or via the Service.
- 17 You must not use the Service for any illegal or unauthorised purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- 18 You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Befriend.
- 19 You must not create or submit unwanted emails, comments, likes or other forms of commercial or harassing communications (for example spam) to Befriend users.
- 20 You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- 21 You must not create accounts with Befriend through unauthorised means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- 22 You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use.
- 23 Violations of these Terms of Use may, in Befriend's sole discretion, result in termination of your Befriend account. You understand and agree that Befriend cannot and will not be responsible for the User Content posted on the Service and you use the Service at your own risk.
- 24 **Service Content**
- 25 All Befriend copyright, intellectual property rights and service content (including but not limited to data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications links and any other content or materials, whether registered/protected or not) are owned by us.
- 26 You must not (and must not attempt to) use, copy, modify, translate, reproduce, distribute, display, sell, license, broadcast or otherwise make available in any form any part of the Service or service content without our prior written consent
- 27 **Limitation of Liability and Indemnification**

- 28 You acknowledge and agree that your access to, and use of the Service is at your own risk. To the extent permitted by law, we exclude from these Terms of Use all representations, guarantees, conditions, warranties, rights, remedies and liabilities.
- 29 We exclude all responsibility and liability arising from or in connection with your use of the Service, including without limitation:
- 30 Any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary losses; and
- 31 Any other losses.
- 32 You indemnify Befriend and each of its directors, other officers, employees and agents against any Losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses arising out of or in any way in relation to your:
- 33 Access to or use of the Service;
- 34 User Content;
- 35 Interaction with any other user of the Service; and
- 36 Other wrongful or negligent acts or omissions.
- 37 **Privacy Policy**
- 38 Befriend will collect, use and store any personal information in accordance with these Terms of Use, its Privacy Policy and applicable legislation.
- 39 Befriend's Privacy Policy can be found at the end of this document.
- 40 You represent and warrants to us that the personal information you provide is complete and accurate.
- 41 **Miscellaneous**
- 42 These Terms of Use are governed by the laws of Western Australia. You submit to the exclusive jurisdiction of the courts of Western Australia.
- 43 These Terms of Use constitute the entire understanding and agreement between you and us and supersede all prior understandings and agreements of the parties.
- 44 Except where these Terms of Use expressly state otherwise, we may:
- 45 Exercise a right or remedy, including terminating the Services where you are in breach of these Terms of Use;
- 46 Give or refuse consent, approval or permission;

- 47 Decide to determine a matter in any way we consider appropriate (including by imposing conditions); and
- 48 Revoke or change any prior such action,
in our absolute discretion.
- 49 No rule of construction applies to our disadvantage because we were responsible for preparing, or seek to rely on, these Terms of Use or any part of them.
- 50 Your use of our Services does not create or constitute any relationship with us, other than that of a user of our Services. You must not do anything which would create a false impression that you have any other relationship with us (including by using our trademarks, service marks, trade dress, proprietary logos, or indicia).
- 51 We do not waive a right, power or remedy in connection with these Terms of Use if we fail to exercise or delay in exercising the right, power or remedy.
- 52 If any part of these Terms of Use becomes void or unenforceable for any reason then that part will continue to have full force and effect.

BEFRIEND INC
PRIVACY POLICY

1 Introduction

This Privacy Policy outlines the way in which Befriend Inc ABN 36 314 845 868 (**Befriend**) manages Personal Information in relation to our mobile services, website and any software provided on or in connection with Befriend services (collectively, the “**Service**”). All references to “we” or “us” refer to Befriend.

Befriend values the privacy of individuals and is committed to safeguarding the information it receives in connection with its business activities. To achieve this commitment to privacy, Befriend will comply with the Australian Privacy Principles (**APPs**) contained in the *Privacy Act 1988* (Cth) (**Privacy Act**). The APPs govern the way in which we collect, use, disclose and store your Personal and Sensitive information. The full text of the APPs can be viewed online on the Office of the Australian Information Commissioner’s website at: <http://www.oaic.gov.au/privacy-act/the-privacy-act>.

Access to our website and services is conditional on your approval of this Policy and you agree that your use of the Service implies that you consent to the terms of this Policy. This Policy was last updated in January 2018.

1 Information we collect

1.1 Personal and Sensitive Information

When used in this policy, the terms “Personal information” and “Sensitive information” have the meaning given to them in the Privacy Act. In this Policy, Personal and Sensitive information are collectively referred to as the “**Information**”

We collect the following types of Information:

Information you provide us directly, including:

- (a) Your username, password and e-mail address when you register for a Befriend account.
- (b) Profile information that you provide for your user profile (e.g., first and last name, picture, phone number).
- (c) User content (e.g. photos, comments, and other materials) that you post to the Service.
- (d) Communications between you and Befriend.

Except for Information about your ethnic origin and sexual orientation, we do not generally seek to collect Sensitive information. In the limited cases where we do seek to collect Sensitive information, we will do so in accordance with the Privacy Act and this Privacy Policy.

If you choose to provide us with unsolicited Personal or Sensitive information, you consent to our using such information, subject to the Privacy Act and this Privacy Policy.

1.2 Analytics information:

We use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools collect information sent by your device to our Service, including web pages you visit and other information that assist us in improving the Service. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual user.

1.3 Cookies and similar technologies:

When you visit the Service, we may use cookies and similar technologies to collect information about how you use Befriend and provide features to you.

We may ask advertisers or other partners to serve ads or services to your devices, which may use cookies or similar technologies placed by us or the third party.

2 **How we use your Information**

We collect the Information that is reasonably necessary to conduct our business activities.

In general, we may use Information that we receive to:

- (a) help you efficiently access your information after you sign in;
- (b) remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- (c) provide personalised content and information to you and others, which could include online ads or other forms of marketing;
- (d) provide, improve, test and monitor the effectiveness of our service;
- (e) monitor metrics such as total number of visitors, traffic and demographic patterns;
- (f) diagnose or fix technology problems;
- (g) automatically update the Befriend application on your device; and
- (h) as required or permitted by law (including under the Privacy Act).

3 **Sharing of your Information**

3.1 Parties with whom we may share your Information:

Befriend will not rent or sell your Information to third parties without your consent except as noted in this Policy.

We may share user content and your Information (including but not limited to, information from cookies and similar technologies) with businesses that are legally part of the same group of companies as Befriend, or that become part of that group (“**Affiliates**”). Affiliates may use this information to help provide, understand and improve the Service (including by providing analytics) and the Affiliates’ own services.

We may also share it with third-party organisations that help us provide the Service to you (“**Service Providers**”). We will give our Service Providers access to your Information where reasonably necessary to provide the Service and under reasonable confidentiality terms.

We may also share certain information such as cookie data with third-party advertising partners. This information would allow third party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.

We may remove parts of data that can identify you and share anonymised data with other parties at our discretion. We may also combine your Information with other information in a way that is no longer associated with you and share that aggregated information with other parties at our discretion.

4 Safeguarding your Information

We maintain reasonable administrative, physical and technological measures to protect the confidentiality and security of the Information you provide to us.

5 Accessing and correcting your Information

You may update your account at any time by logging in and changing your profile settings.

Befriend will retain the Information you provide to us for as long as is necessary to provide our Services. Following termination or deactivation of your account, Befriend, its Affiliates, or its Service Providers may retain your Information (including your profile information) and user content for a commercially reasonable time for backup, archival, and / or audit purposes.

6 Direct marketing

Users may choose to receive direct marketing communications and information about services that we consider may be of interest to you. These communications will be sent to the email address provided by you in accordance with applicable marketing laws, such as the *Spam Act 2004* (Cth).

In addition, at any time, you may opt out of receiving marketing communications from us by using the opt-out facilities provided. We will then ensure that your name is removed from the mailing list.

7 Other websites and services

Befriend is not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. When you use a link to go from our service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. In addition, you agree that Befriend is not responsible and does not have control over any third-parties that you authorise to access your user content. If you are using a third-party website or service and you allow them to access your user content you do so at your own risk.

8 Making a privacy related complaint

If you have a complaint about the handling of your Information by us, please contact our Privacy Compliance Officer, whose details can be found below.

Any complaint will be investigated by the Privacy Compliance Officer who will respond to your complaint within a reasonable period.

If you are not satisfied with our response, please notify the Privacy Compliance Officer in writing. You may also direct your issue to the Office of the Australian Information Commissioner's website at www.oaic.gov.au/privacy/privacy-complaints/.

Further information about individual's rights under the Privacy Act can be obtained from the Office of the Australian Information Commission Enquiry Line on 1300 363 992.

9 Updates to this Policy

Befriend may modify or update this Privacy Policy from time to time, so please review it periodically. Your continued use of the Service after any modification to this Privacy Policy will constitute your acceptance of such modifications.

10 How to contact us

If you have any questions about this Privacy Policy or the Service, please contact our Privacy Compliance Officer using the following contact details:

By email: nick@befriend.org.au