

HooYooz - General Terms and Conditions

These General Terms and Conditions form a legally binding agreement (**Agreement**) between you (the person accessing, viewing, using or installing the App) and HoozYooz Pty Ltd, the legal owners of HooYooz (the **App**) (**we, us, or our**) for the use of the App.

We do not charge for using the App, although your network operator may charge you and these charges may vary if you use your device abroad.

1. Important Notices

- 1.1. By accessing, viewing, using, or downloading the App you accept the terms of this Agreement and confirm that you agree to abide by them. The terms of the Agreement include the privacy policy (**Privacy Policy**) which can be accessed through use of the App and which applies to information we receive under the App, and any terms and conditions relating to any specific product or service you access via the App (except for those products or services provided by a third party).
- 1.2. The App is a form of online service. The terms of this Agreement apply to the App and the use of the App Services (defined below).

Terms and Conditions

2. Eligibility

- 2.1. In order to use this App, you must be using a compatible iPhone or iPad (**Device**) and be able to access the internet on the Device on which you wish to use the App (the **Eligibility Requirements**). You can install and register this App on any number of Devices but you can only be logged into the App on one Device at a time.
- 2.2. If you satisfy the Eligibility Requirements and agree to abide by the terms of this Agreement, we grant to you a personal, non-assignable, non-transferable, non-exclusive licence to use the App in accordance with those terms, as amended from time to time, and subject to any rules or policies applied by iTunes. If you do not satisfy the Eligibility Requirements or do not agree to any of these terms, we will not license the App to you and you must delete the App.

3. Using the App

- 3.1. As a general user, business owner or sales person, you may use the App to:
 - a) create a list of contact details (**Cards**) for products and services by inserting details and/or importing details from a Gmail account or your mobile phone address book;
 - b) search for Cards based on products and services that friends use;
 - c) save Card search results;
 - d) share Cards with friends and/or customers via email, SMS and social networking sites;

- e) update certain information we hold about you; and
 - f) such other services as we may make available from time to time,
- together, the “**App Services**”;

3.2. You may not use the App for any purpose other than the App Services.

4. Data and Location Services

- 4.1. By using the App or any of the App Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for services that are internet-based or wireless to improve our products and to provide any services to you.
- 4.2. This information will be collected in accordance with our Privacy Policy.
- 4.3. Certain App Services will make use of location data sent from the Device on which you use the App. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these App Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings.
- 4.4. Access to third party websites or applications through the App are subject to separate terms and conditions, available via the provider's website. We have not reviewed the terms and conditions of any third party websites.

5. Your Responsibilities

- 5.1. We are and remain the owner of the App at all times, and you must not copy, transmit, distribute, reproduce (for compensation or otherwise), license, alter, adapt or modify the whole or any part of the App.
- 5.2. You acknowledge that rights in the App are licensed to you, and that you have no rights in, or to, the App or the technology used or supported by the App or any App Service other than the right to use each of them in accordance with the terms of this Agreement.
- 5.3. You may download the App to view, use and display the App on the Devices for your personal purposes only.
- 5.4. You must delete the App from a Device if you change that Device or intend to dispose of it.
- 5.5. You must:
 - a) not use the App or any App Service unlawfully, fraudulently or maliciously in anyway and in particular not make any false, misleading, inaccurate or defamatory statements.
 - b) not use the App or any App Service in a way that could damage, disable, overburden, impair or compromise the App, our systems or security or interfere with other users;

- c) not carry out reverse engineering in respect of the App;
- d) comply with any applicable law and regulation relating to downloading, using or otherwise exporting the technology used or supported by the App or any App Service, which may include but is not limited to not using the App in a country where the use of the App or any App Services is unlawful;
- e) comply with our Privacy Policy and in particular ensure correct contact details are used and entered when using the App and any App Service.
- f) take any reasonable steps to stop unauthorised use of the App including but not limited to, locking your Device when not in use; and
- g) only install approved applications on your Device and never override the software lockdown (i.e. jailbreak your iPhone).

6. Service Availability

6.1. We will not be liable or responsible for:

- a) any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including failure of or suspension of public or private telecommunications networks;
- b) the App not meeting your individual requirements or the App containing defects or errors, as the App has not been developed specifically for you. It is your responsibility to ensure that the facilities and functions of the App meet your requirements;
- c) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your Device, data or other proprietary material due to your use of the App or the App Services; or
- d) any false, misleading, inaccurate or allegedly defamatory statement contained in the App in respect of an App Service.

6.2. Additionally, by using the App or any App Service, you acknowledge and agree that internet transmissions are never completely private or secure even if there is a special notice that a particular transmission is encrypted.

7. Disclaimer and Limit of Liability

7.1. To the extent allowed under law, we (and those that we work with to provide the services):

- a) disclaim all implied warranties and representations (e.g. warranties of merchantability, fitness for a particular purpose, accuracy of data, and non-infringement);
- b) do not guarantee that the services will function without interruption or errors; and
- c) provide the service (including content and information) on an “as is” and “as available” basis.

- 7.2. Some laws do not allow certain disclaimers, so some or all of these disclaimers may not apply to you.
- 7.3. To the extent permitted under law (and unless we have entered into a separate written agreement that supersedes this agreement), we (and those that we work with to provide the App services) shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the App or any App services (e.g. wrong data on a Live Card, offensive or defamatory statements, down time or loss, use or changes to your information or content).
- 7.4. We do not represent, warrant or guarantee the currency or accuracy of public information (i.e. information contained in a Live Card), and hereby disclaim all responsibility and liability for such information.
- 7.5. In no event shall the liability of us (and those that we work with to create the App and provide the App services) exceed, in the aggregate for all claims, an amount that is the lesser of (a) five times the most recent monthly or yearly fee that you paid for the service, if any, or (b) AUD\$50.
- 7.6. This limitation of liability shall apply to all claims of liability (e.g. warranty, tort, negligence, contract, law) and even if we have been told of the possibility of any such damage, and even if these remedies fail their essential purpose.
- 7.7. Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you.
- 7.8. To the extent allowed under the law, you knowingly and freely assume all risk when using the App and the App Services. You, on behalf of yourself and your personal representatives, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the App and its associates (including but not limited to its directors, employees, agents, affiliates, representatives, sublicenses, successors and assigns) from any and all claims, actions or losses for bodily injury, property damage, wrongful death, emotional distress, loss of services or other damages or harm, whether to you or to third parties, which may result from your use of the App and the App Services.

8. Copyright And Trademarks

- 8.1. Copyright in works contained in the App, including but not limited to all software, design, text, sound recordings and images, are owned, or licensed, except as otherwise expressly stated, by us. You may not copy, transmit, display, perform, distribute (for compensation or otherwise), license, alter, store or otherwise use the App or any of its components.

9. Termination

- 9.1. We may terminate this Agreement immediately at any time, with or without notice, if you have significantly broken this Agreement.

- 9.2. We reserve the right to cease operating the App at any time without notice, and to terminate this Agreement.
- 9.3. On termination for any reason you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify, if we so request, to us that you have done so.
- 9.4. Your license to use the App is terminated when you delete the App.
- 9.5. You may terminate this Agreement at any time by deleting the App from all Devices that you have installed it on.

10. Other Important Terms

- 10.1. We can be contacted via support@hooyooz.com.
- 10.2. This Agreement shall be read and interpreted in accordance with the laws of New South Wales. Any dispute, which cannot be resolved between you and us, shall be resolved in the New South Wales courts.

11. Changes to Terms and Conditions

- 11.1. From time to time updates to the App may be issued to you through iTunes. Depending on the update, you may not be able to use the App or App Services until you have downloaded the latest version of the App and accepted any new terms.
- 11.2. We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App Services.