

chatvisual Limited Web Site Terms of Use

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1. Acceptance of Terms

These chatvisual Web Site Terms of Use ("Terms") govern the chatvisual web page www.chatvisual.com and any related sites ("Site").

By accessing, visiting, or otherwise using the Site, you agree to be bound by these Terms. chatvisual reserves the right to update the Terms at any time without notice to you. The current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hyperlink located at the bottom of our web pages.

2. Use of chatvisual Site

chatvisual is committed to providing a safe and positive experience to all users on the Site. To achieve this, chatvisual require all users to adhere to the following rules without exception when using the chatvisual Site.

chatvisual provides you with access to a variety of resources, products and services (collectively "Services). The Services including any updates, enhancements, changes, new features, and/or the addition of any new Web properties, are subject to the Terms.

When using the chatvisual Site and the Services, you must comply with all applicable laws, including the laws in your jurisdiction, those applicable to the Site, federal, state including the laws regarding the transmission and receipt of technical and personal data.

You also agree not to:

- Display, publicise, disseminate, send, receive, represent or store obscene or inappropriate content.
- Threaten, harass, stalk, defame, or defraud any person or entity.
- Violate copyright, trademark, or other applicable intellectual property laws.
- Attempt to collect, store, or publish personally identifiable information (a) without the owner's knowledge and consent or (b) illegal, offensive or obscene or (c) of a minor under in any circumstances.
- Distribute unwanted, unsolicited, or harassing email or other messages, promotions, advertising, or solicitations ("spam").
- Send deceptive or false source-identifying information, including "spoofing", "phishing" or any other unreliable information.
- Access or use any application, system, service, tool, data, account, network, or content without authorisation or for unintended purposes.

- Disable, disrupt, circumvent, interfere with, or otherwise violate the security of the Site or users on the Site.
- Attack, abuse, interfere with, intercept, disrupt, or exploit any users, systems, or services, regardless of how accomplished these are and notwithstanding anything to the contrary in these Terms, including but not limited to Denial of Service (DoS), monitoring, crawling, spamming, using bots or scripts, or distributing malware (such as viruses, Trojan horses, worms, spyware, or adware).
- Engage in or promote any illegal or criminal activity such as child pornography, gambling, or piracy.
- Authorise, permit, enable, induce, or encourage any third party to do any of the above.

If you violate these Terms, your access to the Site may be terminated immediately and without notice and where applicable, relevant legal and regulatory authorities will be informed.

3. Personal and Non-Commercial Use

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell any information, software, products or services obtained from the Site or Services.

4. Privacy

chatvisual's Privacy Policy, describes how chatvisual will protect your privacy and handle your personal information (where applicable) when using the chatvisual Site. By using the Site, you agree that chatvisual can use such information in accordance with the policies.

5. User Accounts and Profiles

To access certain services or features of the Site, you may be required to create an account, profile, and access an online platform. chatvisual may also offer access to certain Services, content providers, upgrades and features of the Site to you which may incur a fee. In such situations, or when using other chatvisual Services as part of the Site, additional chatvisual terms or requirements may be applicable, and those additional terms become part of your agreement with chatvisual. In the event of any conflict between such additional terms and these Terms, the additional terms will control.

If any Services on the Site requires you to open an account or create a user profile, the information you provide must be truthful, and accurate. User accounts, profiles,

usernames, and passwords are associated with one individual only and you agree that you will never allow access by another person or entity at any time and to never access the account, profile, username, or password of another person or entity at any time. You must notify chatvisual immediately of any unauthorised use of your account or of any other breach of security that you are or should reasonably be aware of.

chatvisual may, in our sole discretion, (i) reject or remove anything you post or publish, (ii) restrict, suspend, or terminate your access to any or all of the Site and Services, or (iii) cease to provide and maintain the Site and Services, at any time, for any or no reason, with or without prior notice, and without any liability on chatvisual or our third-party suppliers or, where applicable, their suppliers. Upon doing so, chatvisual may retain or delete any information or content that you have provided in accordance with applicable laws.

6. Our Site Content

The chatvisual Site contains content owned, operated, licenced, and/or controlled by chatvisual and is protected by copyright, trademark, trade secret, or other proprietary rights ("Site Content"). chatvisual or its licensors retain all rights in such Site Content. chatvisual grants you a limited, revocable, non-sublicensable right to view the Site Content solely for your internal use of the Site. Additionally, certain Site Content may include, but is not limited to, icons, photographs, white papers, product documentation, technology overviews, and implementation guides. These materials may be used under limited circumstances in strict accordance with our Policies.

The trademarks, logos, and service marks ("Marks") displayed on the chatvisual Site are the property of chatvisual or other third parties. chatvisual is a registered trademark of chatvisual and/or its affiliates. You are not permitted to use any Marks without the prior written consent of chatvisual or the third-party that owns the Mark.

7. Software Content

Software and Services, in both source and binary forms, sample code, APIs, SDKs, software (and where applicable hardware) associated documentation, manuals and technical specifications, and other related materials (collectively, "Software Content") may be available for download on certain parts of the Site. chatvisual or its licensors own and retain all rights in such Software Content and Services, including all applicable intellectual property rights. Nothing in these Terms grants any right or licence to use, distribute, copy, imitate or resell the Software Content.

8. Your Content

chatvisual do not claim any ownership rights in any text, files, images, photos, video, sounds, software, works of authorship, or other materials that you upload or otherwise provide to our Site (collectively, "User Content"). However, you grant to chatvisual a worldwide, royalty-free, sublicensable, perpetual, irrevocable licence to

use, modify and securely store User Content for the limited purpose of providing the Site and all related Services as provided and updated from time to time.

You may intend for some of your User Content to be generally available as Software Content on the chatvisual Site. In those cases, in addition to the permissions that you grant above, you must also specify a licence that provides other users with sufficient rights to use your work as intended, such as an open-source licence. In such circumstances, chatvisual is not associated and will not endorse, advise or promote such usage and is in no way liable for such association or provision of Software Content, licence or consequences thereof.

You cannot post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. chatvisual may terminate an account and/or deny access to any user who has or is alleged to have infringed the copyright, trademark, patent, or proprietary rights of another individual or company.

All User Content is to be considered nonconfidential and public. Please do not submit any confidential or private information through our Services and in any event you do so at your own risk and agree that chatvisual will have no liability as a result of any such disclosure or consequences thereof.

If you provide chatvisual with any feedback or ideas, you authorise chatvisual to use your feedback for any purpose, without any restriction, licence requirement, objection, or limitation (including on the use of and length of time of such usage).

If you believe that your copyright or other rights have been infringed, please provide written notice with the following information to info@chatvisual.com:

- A description of the copyrighted work or other work that you claim has been infringed
- A description of where the material that you claim is infringing is located on our sites, networks or other repositories
- Your address, telephone number, and email address
- A written statement by you that you have a good faith belief (and reasonable) that the disputed use is not authorised by the copyright owner, its agent, or the law
- Evidence of your ownership of such copyright

If the disputed materials were posted by a third party identifiable through reasonable efforts, chatvisual will try to provide notice to that third party. If the third party responds, chatvisual will provide you with the information so that you may take any other steps you may consider appropriate, chatvisual will not be involved other than with the facilitation of this initial response from a third party and in any event, will not be held responsible, accountable or liable for any response or failure

to respond or any consequences resulting from the copyright dispute, allegation or usage.

9. Charges, Cancellation and Refunds

You agree that chatvisual may charge you (directly or through our third-party service providers) all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with your chatvisual account. chatvisual may change prices at any time, including changing from a free or paid service and charging for Services that were previously offered free of charge or offering Services that were previously for a charge for free, provided, however, that chatvisual will provide you with prior notice and an opportunity to terminate your account with chatvisual if chatvisual changes the price of a Service to which you are subscribed or hold an account with and will not charge you for a previously free Service unless you have been notified of the applicable fees and agree to pay such fees. You agree that in the event chatvisual is unable to collect the fees or payments owed to chatvisual for the Services, chatvisual may take further steps as it deems necessary to collect such fees or payments from you and that you will be responsible for all costs and expenses incurred by chatvisual in connection with such collection activity. This will include, but this list is not exhaustive, collection fees, court costs and legal fees. You further agree that chatvisual may collect interest at 1% above base rate or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time subject to one calendar month notice (“Notice Period”), you will not receive a refund for the period of cancellation and chatvisual will continue to provide the services until the end the end of the Notice Period.

chatvisual will provide a refund, at its sole discretion where one or both parties to the conversation do not show “No Show”. chatvisual may provide a party with a refund, where in its sole discretion, it determines (with reasonable evidence provided by the party) that the provider and/or party did not reasonably deserve payment for example due to substandard content or delivery.

10. Disclaimers and Limitations of Liability

Except as specifically set forth above, nothing in these Terms confers, by implication, estoppel, or otherwise, any licence or right under any trade secret, patent, trademark, copyright, or other intellectual property right of chatvisual or any third party. All rights not expressly licenced are reserved.

Although chatvisual has attempted to provide accurate information on the Site, chatvisual assume no responsibility for the accuracy or reliability of any information on the Site.

chatvisual do not endorse or assume responsibility for user conduct or what information (in all forms) users submit to our Site. Nothing in these Terms requires

chatvisual or any third-party to monitor the Site or to modify or remove any materials or information (in all forms).

The chatvisual Site may contain links to third party sites. chatvisual only provide these links merely as a convenience and the inclusion of such links does not imply any endorsement, validation or recommendation of their content. Access to any other site linked to this Site is accessed, used or relied on at your own risk and chatvisual are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on such sites and will have no liability for any reliance and consequential loss from such reliance.

You are solely responsible for maintaining the confidentiality of your account, registration, and password information. chatvisual will not be liable for any harm caused directly or indirectly by, or related to, the theft or misappropriation of your username or password, disclosure of your username or password, or your authorisation of anyone else to use your username or password.

chatvisual may change the programs, Services or products mentioned at any time without notice. Mention of non-chatvisual products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation.

The Site and all information on the Site are subject to applicable local laws and may also be subject to the laws of the country where you reside or access the chatvisual Site and Services. chatvisual reserve the right to investigate and take appropriate action against anyone who, in chatvisual's sole discretion, is suspected of violating any applicable law, including, without limitation, reporting you to any regulatory and law enforcement authorities.

THIS SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, CHATVISUAL DISCLAIMS ALL CONDITIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR THAT ARISE FROM A COURSE OF DEALING, USAGE, RELIANCE OR TRADE PRACTICE.

CHATVISUAL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE OR ANY RELATED SERVICES OR CONTENT, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF CHATVISUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES.

CHATVISUAL DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS OR USAGE FROM USE OF THE SITE OR ANY RELATED SERVICES OR CONTENT.

ALL USE OF THIS SITE IS AT YOUR OWN RISK.

11. About Our Terms

chatvisual reserve the right to change these Terms from time to time at our sole discretion. It is your responsibility to check this page periodically for any updates.

These Terms are governed by the laws of England and Wales, excluding any conflict of laws rules or principles.

If there is any dispute relating to the Site, Services or these Terms, you and chatvisual agree to exclusive personal jurisdiction and venue in England and Wales.

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severable, and the remaining provisions will remain in full effect.

If you or others violate these Terms, this in no way limits or waives chatvisual's right to take action in the future or in similar situations.

12. Conversation

chatvisual has the discretion and will solely determine (where necessary with the help of advisors) to plant one tree for every paid conversation made or use the money/funds to protect an existing tree through conversation efforts. chatvisual, at its sole discretion, may provide a one-off payment after the financial year to a tree provider, conservation group or other organisation that enables chatvisual to achieve the objective of regeneration and conversation of forests.