

End-User License Agreement ("Agreement")

Updated: (2 August 2018)

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using **Yala Chat** ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

License

Fractus Pte Ltd grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- b) copy, reproduce, republish, upload, post or transmit the Software in any way
- c) modify or create derivative works based upon the Software
- d) use the Software to create a competitive offering
- e)

Modifications to Application

Fractus Pte Ltd reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Consent to Use of Data

You agree that

- a) **Fractus Pte Ltd** may collect and use data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to **Yala Chat**. **Fractus Pte Ltd** may use this information, as long as it is in a form that does not personally identify you, to improved its products or to provide services or technologies to you.
- b) Your location data being collected, transmitted or otherwise used by **Fractus Pte Ltd** or third parties.

Term and Termination

This Agreement shall remain in effect until terminated by you or **Fractus Pte Ltd**.

Fractus Pte Ltd may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Fractus Pte Ltd, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Limitation of Liability

IN NO EVENT SHALL FRACTUS PTE LTD BE LIABLE TO YOU FOR LOSS OF PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF FRACTUS PTE LTD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF FRACTUS PTE LTD TO YOU UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT PAID BY YOU TO FRACTUS PTE LTD IN CONNECTION WITH YOUR USE OF THE SOFTWARE.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Fractus Pte Ltd reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Governing Law

The laws of the Republic of Singapore, excluding its conflicts of law rules, govern this License and your use of the Licensed Application.

Contact Information

If you have any questions about this Agreement, please contact us at support@fractus.life.