

# Mobile Application End User Licence

## (EULA/terms/agreement)

### PLEASE READ THESE LICENCE TERMS CAREFULLY

Only download the App if you have read these rules (terms) and agree to them. You must be at least 18 years old to use this App. We may suspend or remove any account where we have good reason to believe this isn't the case, especially if we receive complaints or reports.

By clicking on 'Accept', you accept and agree to these terms (the latest version available at <https://www.chatnearbyapp.com/apple-terms> and our privacy policy at <https://www.chatnearbyapp.com>, which will bind you. The App is governed by the laws of England and Wales. If you're using the App from outside the UK, take care to ensure you also comply with your local laws. **If you do not wish to accept these terms as set out here, please select the 'Decline' option or delete the App from your device and do not use it.**

By accessing and using the ChatNearby mobile application, content, or any experiences, activities, events, services, recordings, and/or products provided by us, you are agreeing to be bound by these terms. These terms constitute a legal contract between you and us (the **Agreement**) and govern your use of the App and Services. **It is important that you read these Terms carefully before using the App.**

#### STAYING SAFE ON THE APP:

- *Don't share personal information (like home address or financial details)*
- *Always meet in public for the first few dates and tell a friend you trust where you are going*
- *Trust your gut- if something feels wrong, block or report the user*
- *If you're in immediate danger, contact your local emergency services*
- *Don't send intimate images or videos to another user*
- *We will never ask you for your password or banking details*

## 1. About Us

- 1.1. **Company details.** We are GlobalGreenland Transact Ltd t/a ChatNearby (company number 16258197) a company registered in England and Wales and with registered office at 1 Ward Place, Appt 2101, Bagshaw Building, E14 9DU, London, England are the developer of the mobile application known as ChatNearby ("App"). We license you to use:
- (a) The App known as ChatNearby mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
  - (b) The related documentation, where applicable (**Documentation**).
  - (c) The service you connect to via the App and the content we provide to you through it (**Service**) as permitted in these terms.

## 2. Specific Terms: Apple App Store

- 2.1. In these Terms, we refer to the site that you download the App from as the 'Apple App Store', owned by Apple Inc ('**Apple**'), and we refer to their rules and policies as the 'Apple App Store rules'. You must comply with the Apple App Store rules as well as these Terms but, if there is any conflict between them, you should follow the Apple App Store rules rather than the equivalent rule here.
- 2.2. Please be aware that you do not own the App or its contents, but you may use it on devices you own or control, as permitted by the Apple App Store rules.
- 2.3. As required by the Apple App Store, we may only allow you to use this App to you if you have been listed on any U.S. Government list of prohibited or restricted parties. If you are, immediately delete this App and do not proceed to use it.
- 2.4. By accepting these Terms, you recognise and consent to Apple and its subsidiaries being acknowledged as third-party beneficiaries. On your acceptance of these Terms, Apple is entitled to

(and will be considered to have accepted the right to) enforce these Terms on you as a third-party beneficiary.

- 2.5. Apple is not a party to these Terms and will not have any liability under these Terms, however. We will be solely responsible for any investigation, defence, settlement, or discharge of any intellectual property claims against us or the App (and not Apple). Any warranty will also be given by us and not by Apple.

### **3. These Terms**

- 3.1. You are permitted to download and use the App, provided you adhere to these Terms. These Terms and the license we grant to you to use it: (a) is only for you personally and for non-business use; (b) starts when you download the App; (c) is for specific, limited use and can be cancelled by us; (d) is intended for use by those who are over 18 years in age; (e) covers content, materials, or services accessible from, or bought in the App, including all of our support resources. It also covers updates to the App unless they come with separate terms (in which case we will give you an opportunity to review and accept the updated terms).
- 3.2. If you sell or give away your device on which you have downloaded the App, you must first remove the App from the device.

### **4. Account registration**

- 4.1. To access certain features of the App, you must create an account and provide accurate, current, and complete information, including a valid email address.
- 4.2. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.
- 4.3. We reserve the right to suspend or terminate your account if any information provided is found to be false or misleading, such as lying about your age.

### **5. Subscription & Payment**

- 5.1. Certain features of the App may require a paid subscription or one-time payment. By purchasing a subscription, you agree to our pricing, payment, and billing policies. These subscriptions renew automatically unless you cancel at least 24 hours before the end of the current billing period. You can manage or cancel your subscription in your device's App Store settings.
- 5.2. Payments are processed securely through the App store/third-party payment providers. We do not store payment details.
- 5.3. If you subscribed through an App store, any cancellation or refund must be handled through that store's platform.
- 5.4. If you're in the UK or EU, you may have a 14-day cooling-off period under consumer law. If you begin using a paid service during the cooling off period, you acknowledge that you may lose your right to a refund under consumer laws.
- 5.5. Beyond that, or if you are in a different territory, you can cancel your subscription at any time, but no refunds will be provided for in-app purchases made up to that date (where it is legal for us to do so).
- 5.6. A free trial may be available for new users, subject to terms and conditions specified in the App.

### **6. User Conduct**

You agree to use the App in a lawful manner and not to:

- (a) harass, abuse, or harm other users; (b) post or transmit offensive, defamatory, or inappropriate content;
- (c) use the App for commercial or promotional purposes without our consent; (d) impersonate another person or misrepresent yourself; (e) attempt to hack, distribute viruses, or interfere with the App's functionality.

### **7. User Responsibility & Safety Disclaimer**

#### **7.1. Personal Responsibility:**

- (a) by using this App, you acknowledge that all interactions with other users are at your own risk; (b) we do not conduct criminal background checks or identity verification on users, nor do we guarantee

the accuracy of their profiles; (c) you are solely responsible for evaluating and assessing the people you interact with.

## **7.2. Prohibited Conduct:**

Users must not engage in any of the following activities:

(a) harassment or stalking such as sending repeated, unwanted messages, following users online or offline, or any conduct that causes distress; (b) inappropriate or explicit content such as having sexually explicit, obscene, or offensive images, videos, or text; (c) hate Speech and discrimination which includes any form of racial, religious, gender-based, or sexual orientation discrimination; (d) fraud and misrepresentation such as impersonating someone else, misrepresenting your identity, or scamming other users; (e) soliciting or commercial use being using the App for business, advertising, or recruitment purposes.

## **7.3. Reporting and Enforcement:**

(a) you may report any prohibited conduct using the in-app reporting feature; (b) we reserve the right to investigate and, at our discretion, take action, including temporary suspension or permanent banning of any account; (c) we do not guarantee that all reports will result in immediate action.

## **7.4. Legal Cooperation and Data Requests:**

(a) we may cooperate with law enforcement authorities where required by law or when necessary to protect users; (b) we will not disclose user data unless legally obligated, in line with our Privacy Policy.

## **7.5. Liability and Disclaimers:**

(a) we are not liable for any damages, losses, or harm resulting from your use of the App, except where required by law; (b) we do not guarantee the security of your interactions with other users; (c) nothing in these Terms limits our legal responsibilities for fraud, gross negligence, or failure to provide reasonable care, as required by English law (or the laws of your country if those apply).

## **8. Images, Videos, and Consent**

Do not share any sexual, explicit or intimate images, videos without the clear, affirmative, specific consent of the other person. Sharing without this, may be a criminal offence in your country and is strictly prohibited on in our App.

## **9. Sexual Harassment & Inappropriate Content**

- 9.1. Any form of sexual harassment, including unwelcome advances, inappropriate messages, or explicit content shared, is strictly prohibited. If you do this, we may suspend your services and remove you from the App.
- 9.2. We have a zero-tolerance policy for sexual harassment, including unsolicited sexual content, repeated unwanted advances, sexually explicit messages, and non-consensual sharing of images or videos.
- 9.3. Sharing images and videos of a sexual, explicit or intimate nature of another is a criminal offence in many countries.
- 9.4. You must not pressure or coerce other users into sexting, video chats, or sharing sexual content.
- 9.5. Users may report violations to [support@chatnearbyapp.com](mailto:support@chatnearbyapp.com) and we reserve the right to suspend or permanently ban offending accounts with immediate effect and with no liability to us. We may offer an opportunity to respond before a permanent ban is imposed, depending on the severity of the circumstances.
- 9.6. You can also access external support services similar to [StopNCII.org](https://www.stopncii.org), or similar in your country.

## **10. Your privacy and your personal information**

Protecting your personal information is important to us. The way we use your personal data which we collect from the App is explained in our 'privacy notice' at <https://www.chatnearbyapp.com/privacy>. We do not use any personal data we collect through your use of the App and the Services other than in the ways set out in our Privacy Notice.

## **11. We may collect technical data about your device**

- 11.1. By using the App or any of the Services, you agree to us collecting and using technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the app.

11.2. You can manage cookie preferences within the App.

## **12. We may collect location data (but you can turn it off)**

- 12.1. We will use location data from your devices to provide you with certain services. If you use the App, you agree that we and our partners (such as affiliates and licensees) may transmit, collect, retain, maintain, process, and use your location data to provide and improve location-based services.
- 12.2. You can stop us from collecting such data at any time by turning off the location services settings on your device; however, once you turn the location services off, some services we provide through the App might not work properly (or not at all).

## **13. Your image or that of others or places**

- 13.1. This App may use the camera and other sensors on your device for you to enjoy our services.
- 13.2. You are responsible for your own safety, and the safety of others around you, while using the camera technologies and features. We recommend you always check that the area around you is free from hazards and that your use of the App will not cause danger or disruption to other people. Also make sure they are happy for you to capture their image and have their explicit consent to use it – ask if you are unsure.
- 13.3. While enjoying the App, we recommend being mindful of your responsibilities, especially when the camera feature is in use.

## **14. Third-Party Tools and Services**

- 14.1. The App integrates with third-party tools, including payment processors, AI-powered translation services, and analytics platforms.
- 14.2. AI translation tools may be used to facilitate communication in different languages as requested by users. Accuracy is not guaranteed, and users acknowledge potential translation errors.
- 14.3. We are not responsible for any actions taken by third-party services. Users should review third-party terms before engaging with their services.

## **15. What you are Prohibited from doing:**

- 15.1. You must not, and must not attempt to:(a)copy, distribute, modify, or commercialise the App or Services in any way, including sublicensing, reselling, or reverse engineering; (b)share access with any third party, including through time-sharing, SaaS, outsourcing, or service bureaus; (c) create derivative works or incorporate any part of the App into another product, program, or service; (d) tamper with, remove, or obscure trademarks, proprietary notices, or intellectual property rights; (e) disrupt, disable, or interfere with the App's operation, security, or any third party's systems; (f) extract, collect, or harvest any data from the App or its users; (g)release or publish any performance tests, screenshots, or assessments of the App.
- 15.2. You must not use the App to:(a)store, transmit, or process any content that is illegal, harmful, harassing, defamatory, obscene, or offensive; (b)extract personal information from users without consent; (c)modify the App's code or insert new code through external software; (d) bypass, manipulate, or disable security features; (e)claim ownership of the App or distribute copies as an independent version.
- 15.3. Your responsibility to us:  
If you use our App in a way that breaks these Terms or the law, and this leads to legal claims or expenses for us (except those due to our own mistakes or negligence and only insofar it is legally allowed in your country), you agree to cover those costs. This does not include any issues related to personal injury or death. We will do our best to notify you if such a situation arises.

## **16. Technical requirements**

To use the App your device needs to comply with the following minimum requirements:

<b>Device compatibility</b>	For iPhone: At least iOSv12 or above
	All others: None

## **17. Support, Contacting us and Reporting Harassment or Abuse**

- 17.1. If you need to contact us because you think the App is faulty or any other reason you can contact us on email at: support@chatnearbyapp.com
- 17.2. If you receive sexual messages or feel unsafe, you can report it to support@chatnearbyapp.com. We review reports promptly and may take action including warnings, suspension, or permanent removal. We take your safety seriously, and while not every report results in immediate action, all are reviewed in good faith.
- 17.3. If we need to contact you, we will do so by email or an in-app notification.
- 17.4. You acknowledge and agree the App Store you bought it from has no obligation whatsoever to provide maintenance or support in respect of the App and you always need to contact us about this.

## **18. Updates/maintenance to the App and changes to the Services**

- 18.1. We may update the App from time to time for any reason that includes fixing bugs or improving performance, functionality, reflect changes to the operating system or address security issues.
- 18.2. We might also change or remove functionality, but if we do that, we will ensure that the App still meets the description provided to you when you downloaded the App.
- 18.3. We may tell you beforehand if there is scheduled maintenance. However, you may not get any warning if the services go down due to emergencies or reasons beyond our control. No uptime is guaranteed.
- 18.4. Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings, and the Apple App Store. We strongly suggest that you download all updates as soon as they become available to avoid being exposed to security vulnerabilities. Depending on the nature of the update, the App may not work properly (or at all). If you do not update the App to the latest version, and there is a security breach, we cannot be held responsible for any damages that might happen. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.
- 18.5. We have the right to modify the features and functionality at any time but will not be under any obligation to do so.

## **19. We are responsible to you for foreseeable loss and damage caused by us**

- 19.1. If we fail to comply with this Licence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted this Licence, both we and you knew it might happen.
- 19.2. We are not responsible for any charges you may have to pay for using the internet on your device while using the App or Services.

## **20. When we are liable for damage to your property**

- 20.1. If we fail to use reasonable care and skill and, as a result, the App damages your device or other digital content, we will either repair the damage or compensate you. We will ask for detailed and relevant information (such as a description or photographs of the damage) so we can assess the issue.
- 20.2. Our liability will be limited, and in no event will we be liable (to the extent permitted by law) for:
  - (a) damage you could have avoided by following our advice (e.g. updating the App when prompted);
  - or (b) damage caused by failing to meet our installation instructions or minimum system requirements.
- 20.3. Nothing in this clause affects your legal rights under the Consumer Rights Act 2015 or other applicable laws in your territory.

## **21. We are not responsible for external services**

- 21.1. The App may enable you to access services and websites that we do not own or operate (referred to below as 'external services').



- 21.2. Such external services are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). Before using them, please make sure you have read and agreed to the terms on which they are being offered to you.
- 21.3. You must not use external services in any way that: (a) is inconsistent with these terms or with the terms of the external service; or (b) infringes our intellectual property rights, or the intellectual property rights of any third party.
- 21.4. From time to time, we may change or remove the external services that are made available through the App.

**22. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

- 22.1. Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

**23. Intellectual property rights**

- 23.1. In these Terms Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing.
- 23.2. All Intellectual Property Rights in and to the Services (including, among other things, in all related documentation, Content and data other than User Data) belong to and will remain vested in us or the relevant third-party owner.

**24. General Disclaimer**

- 24.1. While we will do everything, we cannot make the App available 24/7, we cannot make any guarantees or promises beyond what is permitted by law. This means we cannot promise that the App and the Services, from time to time: (a) will run without any interruption or error; (b) be available, up-to-date, or maintained; (c) work with specific software, hardware, or systems; (d) be completely secure; (e) always meet your needs (even if you've let us know what you need).
- 24.2. All warranties, conditions, terms, undertakings, or obligations (whether express or implied) and including, without limitation, any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

**25. Feedback**

- 25.1. We welcome your feedback and suggestions to improve our Services and App. When you share your feedback or suggestions with us, we might use them to enhance our Services, develop new features, or for other business-related purposes, all without any charge. You hereby assign (or will ensure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights), and with waiver of all moral rights, to us at the time such Feedback is first provided to us.
- 25.2. To respect your privacy, any feedback used in such a way will be made anonymous to protect your identity unless you make the feedback through the Apple App Store or social media by choosing to reveal your identity. You may refer to our privacy notice for more information on how we secure your data.

**26. Monitoring**

- 26.1. We may monitor, collect, store and use any information in, about or relating to the Services or to User Data (including, without limitation, information on their performance and use) to monitor for or detect breaches of these Terms or errors and for the maintenance, development and improvement of our Services. We are not obliged to monitor content but reserve the right to remove or restrict any content or accounts that breach these Terms and we may also act on reports or complaints to help keep the App safe for everyone in our discretion.

## **27. Export laws**

27.1. You will comply with all applicable export control laws that apply to the Services and your data. You will not export, access, use, transmit, or re-export, directly or indirectly, separately or as a part of a system, the Services or any data or User Data (or any part of it) in or to any country or territory for which an export licence or other approval is required under the laws of the United Kingdom the European Union or any of its member states or any other jurisdiction, without first obtaining all necessary licences or other approvals.

## **28. Ending these Terms**

28.1. We can end these Terms if you do not comply with any part of it.

28.2. We will give you a reasonable amount of notice before the Licence Agreement ends but if what you have done is serious then we may end these Terms immediately and without advance notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the App or doing anything else that we think presents a big enough risk to justify us ending the Licence Agreement quickly. It also includes lying about being 18 or above, committing sexual harassment,

28.3. The consequences of the Terms ending are as follows: (a)you are no longer allowed to use the App and Services, and we may remotely limit your access to it; (b)you must delete it from any devices that it has been installed on; (c)we may delete or suspend access to any accounts that you hold with us.

28.4. Termination or expiry of these Terms will not affect any accrued rights and liabilities of either of us at any time up to the date of termination and some clauses will continue such as confidentiality and intellectual property rights.

## **29. Failures of networks or hardware**

29.1. The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device, and the Apple App Store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as a faulty camera), Apple App Store failure or anything else that it would not be reasonable to expect us to control.

## **30. Changes to the Terms**

30.1. We may need to revise these Terms from time to time for any reason including to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.

30.2. You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App.

## **31. Variation**

No variation of these Terms will be valid or effective unless it is made in accordance with these Terms or made in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.

## **32. Transferring these Terms**

32.1. We may transfer our rights under these Terms to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.

32.2. You cannot transfer your rights under these Terms to anyone without our prior written consent.

## **33. Severance**

If any part of these Terms becomes illegal, invalid, or cannot be enforced, it will not affect the rest of the Terms. If a part of the Terms can be made legal, valid, and enforceable by changing or removing some words, it will be changed or removed so that it can be enforced.

## **34. Each of our rights**

If one party (you or us) does not use their legal rights or powers or follow these Terms, it does not mean they are giving up those rights or powers, or that they can't use them in the future. Also, if one of

us only uses part of their rights or powers, it does not stop that party from using the rest of its rights later or using other rights and powers.

**35. Third parties**

No one other than us or you have any right to enforce any term of these Terms.

**36. Dispute Resolution**

If you have a dispute with us, we encourage you to contact us first to resolve it informally. If we can't agree within 30 days, either of us may choose to take the matter to court as set out below.

**37. Governing law and jurisdiction**

- 37.1. The laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live.
- 37.2. Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live. If required by the laws of your country, you may also be able to bring a claim in the country you live in.