

# The Hug App Terms & Conditions

The following Terms & Conditions (**Terms**), together with our Privacy Policy, are the complete terms of a legal agreement between users (including Users) of this Website (**you**) and The Hug App Pty Limited ACN 606 062 515, Suite 109, Level 1, 2-8 Queen Street, Melbourne Victoria 3000 Australia (**the Hug App, us or we**) in relation to access to and use of this Website. By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, do not use this Website, register a User Account or request, obtain or provide any Services via this Website.

The Hug App may alter these Terms from time to time by posting the altered version on this Website. Please visit the Website regularly to keep up to date with any alterations. By continuing to use this Website, you are indicating your consent to the Terms current at the time you access and use it.

The meaning of capitalised words used in these Terms is set out at the end of these Terms.

**Purpose of Website:** Among other things, the Website enables a User to make Service Requests and for other Users in the same Group to offer and provide the Services to the requesting User. These Terms apply to you if you are a User. You should review these Terms carefully.

**Use of Website:** The Website is operated by the Hug App. You agree to deal with us and other users of the Website in good faith and in compliance with all applicable laws.

**Contacting us:** To contact us or give us a notice under these Terms, please email us at support@thehugapp.com.au.

**Registration:** All persons who wish to use the Website including by requesting, receiving and providing Services and purchasing Hugs must register a User Account. You must provide us with certain, accurate personal information (which may include your name, address and telephone number) and your current email address to register a User Account and create a Profile. We may use your provided email address to contact you or send you notifications and other communications from time to time. We may be unable to provide you with the Facilities or contact you unless you provide us with a current email address and promptly update us if you change your email address.

**User Account requirements:** User Accounts are only available to persons who are at least eighteen years of age or, if less than eighteen, have demonstrated to the Hug App's satisfaction that they have parental or guardian's permission to register. If you do not qualify for a User Account, do not apply for or register a User Account or use the Facilities. By registering a User Account for the Website you warrant that you are at least eighteen years of age (or have parental/guardian's permission to register) and that all details in your Profile are true and correct and will remain true and correct. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use, when registering a User Account or using the Website. User Accounts must be applied for using the online registration process available on the Website. An application to register a User Account constitutes an offer by you to register a User Account and is subject to acceptance by us. We will confirm acceptance to you by sending you an email or other notice confirming that your User Account has been enacted. We reserve the right to refuse an application for registration of a User Account by any person for any reason at our discretion.

**Usernames and Passwords:** Your User Account and the Facilities are accessible via your username which is your email address and a password you select. You are responsible for creating your username and specifying a password as part of and in accordance with the requirements of the online User Account registration process. Passwords are subject to restrictions (including acceptable numbers and types of characters) as specified on the Website from time to time. We will not publish or disclose your email address or password to any person unless you ask or permit us to do so. You must prevent unauthorised disclosure of or access to your password. You are solely responsible for all use of your password and for the actions of any person to whom you disclose your password and are solely liable for and indemnify, defend and hold harmless the Indemnified Parties from and against all Losses suffered by any person directly or indirectly as a result of: (i) you disclosing your password to a third party; (ii) you failing to take all necessary steps to prevent unauthorised disclosure of or access to your password; or (iii) any person's access to or use of your password. You must notify us immediately by email and immediately change your password if you have any reason to believe that your password has become known to anyone else without your authorisation, or if your password has been or is being, or is likely to be, used in an unauthorised manner.

**Obtaining the App and creating Groups:** You may download the App from the Apple Store or Google Play. Users may invite persons to download the App. An invitation may be made by text message, email, Facebook or other method offered by the Hug App from time to time. Any User may create a Group. You are solely responsible for determining that any persons you invite to download the App or add to your Group have the necessary Connection and are suitable and appropriate persons to join the Group and provide the Services. The Hug App undertakes no background checks, security checks or other clearances or vetting of any Users. A User may block Service Requests from another User at any time. The User who created the Group may also remove a User from that Group at any time. If you are a User, you warrant that you are a fit and proper person to provide the Services. You

indemnify the Hug Persons against all Losses arising in any way of out of a breach of this warranty or as a result of your failure to properly provide any agreed Services in a timely, safe and proper manner.

**Buying and using Hugs:** To be able to issue a Service Request, a User must have at least one Hug standing to their credit in their User Account. Hugs are available for purchase from the Hug App. Users can order and pay for Hugs using the App, in accordance with these Terms. The Hug App will credit a User's User Account with the number of Hugs purchased and will debit the User Account by one Hug when the User issues a Service Request which is accepted and performed by another User in that Group, subject to these Terms. Hugs are not convertible into cash or transferrable to other Users. A purchase of Hugs is final and not subject to any refund, even if your User Account is cancelled or we suspend or discontinue the Website. However, if a Hug is used in connection with a particular Service which is not provided, we will re-credit the Hug to your Account upon request.

**Service Requests and Services delivery:** If a User requires Services and has at least one Hug in their User Account, they may issue a Service Request to all or selected Users in a Group they have created. Where a User issues multiple Service Requests, it must have at least the same number of Hugs in its User Account as the number of Service Requests it issues. The first User in that Group who accepts a Service Request through the App will be allocated the task of providing the Services. On acceptance by the Accepting User, the Hug App will: (a) transmit the Accepting User's acceptance to the Requesting User and flag the Service Request as taken; (b) send the Accepting User a Bear message confirming that the Accepting User is to provide the requested Services; and (c) on completion of the Services deduct a Hug from the Requesting User's User Account, following notification to the Hug App via the App from the User performing the Services that the Services have been completed. Despite the preceding, the Hug App will not deduct a Hug for the particular Services to the Accepting User if: (a) no User accepts the Service Request; (b) the Service Request is cancelled by the Requesting User before the time for the provision of the Services begins; or (c) the Accepting User does not provide the Services despite having accepted the Service Request.

**Tracking your Dependant(s):** If the Accepting User has agreed to share its location with the App, the Requesting User may be able to track the location of its Dependant who is subject to the Service Request during the course of the provision of the relevant Services. Such tracking is performed based on the location of the Accepting User, and no guarantee or warranty is made that the location provided for the Dependant is accurate or timely.

**Free Hugs:** From time to time, the Hug App may credit a User's account with free Hugs, that is, Hugs the User has not paid for in accordance with these Terms. Situations in which the Hug App may provide free Hugs to a User may include: (a) following launch of the App, for a limited period, to each User or to selected Users; (b) to a User who introduces a new person to the App and that person becomes a User; and (c) to a new User who was invited to download the App by an existing User. The Hug App may issue or discontinue the issue of free Hugs at any time and on such conditions as it determines in its absolute discretion (including quantity and expiry dates and requiring the use of specified promotional codes as a condition of being issued the free Hugs). Free Hugs are subject to the same terms and conditions (apart from purchase and payment) as specified in the Buying and using Hugs section above.

**Limitation of liability:** This Website provides a facility for Users to make Service Requests and for other Users in the relevant Group to provide the Services. We exercise no control over the creation of Groups; addition of Users to a Group (so long as there is a Connection); Service Requests including if they are accepted, or whether, when and how they are fulfilled; or the delivery or otherwise of Services. Therefore, we do not give any guarantees or assume liability in relation to any of these items. You accept sole responsibility for using this Website, and for determining the suitability of people you invite to download the App or add to a Group and their performance of the Services. You also accept sole responsibility for the potential security and other risks involved in using the Internet in the manner contemplated by this Website. The Hug App Persons are not liable to any person for any Losses suffered by any person directly or indirectly as a result of using the Website including non-acceptance of Service Requests and late delivery, non-delivery, negligent, reckless or improper delivery of the Services, or improper use of the Facilities, and you indemnify, defend and hold harmless the Hug App Persons from and against all such Losses.

**ISP connection and data charges:** Your internet service provider may impose a connection or data charge for all Service Requests, acceptances of Service Requests and other material uploaded to or downloaded from the Website. You are responsible to pay any applicable connection or data charges.

**Currency:** All amounts in these Terms are in the applicable Currency (unless otherwise expressly indicated) and are charged in the applicable Currency. Where an amount is specified in one Currency but is to be charged in a different Currency, we will determine a suitable exchange rate to use in converting the amount to the applicable Currency.

**General payment terms:** All payments for Hugs are made to the Hug App via the Payment Gateway. Users must provide confirmation of their account details to the Hug App when registering a User Account. Other payment methods may be made available on the Website from time to time. If an option to pay by credit or debit card is available at any given time and you select that option, the full payment for your order of Hugs is charged to or deducted from your credit card or debit card on completion of your order. All credit card and debit card payments are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment, the payment will not be processed. Crediting of purchased Hugs will be made only once payment has been validated and processed in full. Large transactions may involve additional

screening and we may require confirmation on key details before an order is processed. In this event, we will contact you. In some cases this may delay your order by a short period.

**Payments:** All payments are processed by the Payment Gateway. We do not keep a record of your credit card or debit card number for payment purposes. You acknowledge and agree that we are not involved in the processing of any payment transaction between you and the Payment Gateway, and the Payment Gateway's terms and conditions apply to each payment.

**Liability for payment transactions:** To the extent legally permitted, in no event will the Hug App be liable to any party for any Losses in any way connected to, related to or arising from any payment transaction you enter into with Apple Store, Google Play or other third parties. We may plead these Terms as a bar to any claim, action, proceeding or suit brought by you against us for any matter arising out of any transaction between you and these third parties.

**Taxes:** Except where otherwise indicated on the App or the Website, any charges or fees under these Terms payable by you for any use of the Website or purchase of anything else we supply to you are exclusive of taxes, duties and charges imposed or levied in any jurisdiction, whether currently or in the future. To the extent permitted by law, you must pay all such taxes at or before the time we are required to remit such taxes to the taxing authority, whichever is earlier.

**Intellectual property:** The Hug App Materials and content displayed on or comprised by the Website (including the App), including but not limited to text, graphics, logos, button icons, images, the Website layout and software is subject to copyright and other rights owned by the Hug App, its related entities or its content suppliers and is protected by domestic and other international copyright and other intellectual property laws. The Hug App Materials comprising brands, names, images and logos displayed on the Website may be the subject of registered trade marks of the Hug App, its related entities, affiliates or its service providers and protected by domestic and other international trade mark and other intellectual property laws. You may access, display, download and print portions of the Website only for your own private non-commercial use and to make Service Requests or offer to provide Services via the Website. This permission is subject to you not modifying the content displayed on this Website, keeping intact all copyright, trade mark, and other proprietary notices, and any additional restrictions or express exceptions displayed on the Website. Any other use of material on the Website, including but not limited to the reproduction, modification, distribution, transmission, re-publication or display of the content on this Website is strictly prohibited.

**Right to upload materials:** You agree to comply with the Hug App's procedures and policies in respect of uploading information and materials as specified on the Website from time to time. The Hug App assumes no responsibility or liability in relation to materials posted to the Website by a User. Users are solely responsible for the content of materials that they post to the Website and for their interactions with other Users. The Hug App is not responsible for and does not endorse the content of any materials uploaded by a User. The Hug App does not warrant or represent the accuracy, utility, currency or any other characteristic of materials uploaded by any other person.

**Information on the Website:** Information on this Website may or may not change from time to time. It is not promised or guaranteed to be correct, current, or complete. This Website may contain technical inaccuracies or typographical errors. The Hug App assumes no responsibility (and expressly disclaims responsibility) for updating this Website to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any products or services described on this Website.

**Third-party material:** The Website may provide links or references to third party websites (**Linked Sites**) or display material sourced from or provided by a third party (such as a User, service supplier, merchant or consumer) including advertisements and promotional offers (**Third Party Material**). The Hug App is not responsible for and does not endorse the content of Linked Sites or Third Party Material, any use (or misuse) of information you may supply to or obtain from a Linked Site or any Third Party Material, or for any goods or services offered via Linked Sites or any Third Party Material. The Hug App does not warrant or represent the accuracy, utility or any other characteristic of Third Party Material or information or content appearing in any advertising, promotional offers or on Linked Sites. The Hug App is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from this Website.

**Security of electronic communications:** You acknowledge and agree that there are security and delivery risks in using electronic mail and transmitting data via the Internet. Accordingly, the Hug App gives no guarantee that any electronic communication you send to us, any electronic communication that we send you or any data transmission you make via the Website (including uploading or transmitting any User Materials) will be secure, uninterrupted or delivered. You make such communications and transactions and agree to receive electronic communications from us and other Users at your own risk. In particular, by communicating with us electronically, electing to receive electronic communications from us or transmitting data via the Website (including uploading or transmitting any User Materials), you accept the risk of interception of such communications, transmissions and User Materials by third parties and of non-receipt or delayed receipt of such communications, transmissions and User Materials by us and you, as applicable.

**Technical requirements:** Access to the Website and Facilities may only be available to compatible devices which meet specific system or software requirements specified on the Website from time to time. The Hug App gives no

warranty or guarantee that access to or use of the Website or Facilities will be available to all devices and you are solely responsible for ensuring that any device you use meets system, software or other requirements specified on the Website from time to time.

**Viruses:** You are responsible for protecting your computer from malicious or destructive content and programs such as viruses, worms and Trojans, and to protect your information as you deem appropriate.

**Use of the Website:** We reserve the right to refuse to upload or publish on the Website any User Materials or limit the volume of User Materials you may upload to or publish on the Website at any time and to specify the form and format in which User Materials may be uploaded, posted or published. You agree to comply with all applicable domestic and international laws (including common law) applicable to your use of the Website. Without limitation, the Hug App may block or delete any User Material posted to the Website that the Hug App decides contravenes these Terms. In using the Website, you must not engage in any conduct which is misleading or deceptive or likely to mislead or deceive. You must not attempt to use the Website or any of its content to solicit others to participate in any organisation or commercial on-line service. Use of the Website in contravention of these Terms may result in you being banned from the Website, being liable to the Hug App for breach of contract and/or infringing applicable law.

**Other things you must not do:** You agree that you will not use the Website or the App to: (a) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) upload, post or otherwise transmit any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (d) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (f) "stalk" or otherwise harass another; (g) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; or (h) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or User Content as an Account holder.

**Disclaimer of warranty:** You use this Website at your sole risk. You acknowledge that as a mere facility for lodging Service Requests and processing acceptances from Accepting Users, we do not provide warranties in respect of any Requesting Users, Accepting Users or Services. The Requesting User is solely responsible for all warranties in relation to its Service Requests. The Accepting User is solely responsible for all warranties in relation to its acceptance of Service Requests and performance of the Services. To the extent legally permitted, all materials, information, products, programs and services are provided "as is", with no warranties or guarantees whatsoever. The Hug App expressly disclaims to the fullest extent permitted by law all express, implied, statutory and other warranties, guarantees or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and Intellectual Property Rights. Without limitation, the Hug App does not represent or warrant that the functions within the Website will be uninterrupted, error-free or secure, that any defects will be corrected, or that the Website or the server/s that makes the Website available is free of viruses or other harmful elements. You agree that in using the Website you have not relied on any statement or representation made by the Hug App not expressly contained in these Terms. You understand and agree that if you download or otherwise obtain materials, information, products, software, programs or services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system. If applicable law prohibits the exclusion of any of the warranties, guarantees, conditions or representations referred to above or elsewhere in these Terms, to the extent legally permitted, the Hug App limits its liability for breach of any such warranties, guarantees, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at the Hug App's discretion.

**Service Requests and payments:** The Hug App is under no obligation to ensure that Service Requests are met. The Hug App expressly disclaims any representation, warranty or guarantee as to this matter. The Hug App may cease promoting and offering the Facilities and the Website for any reason at any time in its sole discretion.

**Further limitation of liability:** To the extent legally permitted, the Hug App is not liable to any party for any Losses related to or arising from this Website or any use of this Website, or of any site, service, product or resource linked to, referenced or accessed through this Website, or for the use or downloading of, or access to, any materials, information, products or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if the Hug App is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal theories. To the extent that the above exclusion of liability or any other exclusion of liability contained in these Terms is unenforceable, invalid or ineffective for any reason, it will be severed from these Terms and the Hug App's maximum aggregate liability for all Losses referred to in the relevant exclusion of liability under any cause of action referred to in the above exclusion of liability is limited to \$50.

**Indemnity:** You agree to indemnify, defend, release and hold harmless the Hug App Persons from and against all Losses made by any person due to or arising out of: (a) your use of this Website; (b) any violation of these Terms (including warranties expressly given by you in these Terms), any terms and policies it incorporates by reference, the rights of another party, any applicable law, statute, ordinance or regulation; (c) any User Materials you post to the Website; (d) any use of the User Materials by you or any other person; (e) any Service Requests you make or any Services you provide; or (e) any activity related to your User Account (including negligent or wrongful conduct) by you.

**Privacy:** Your privacy is important to the Hug App. Further information about the collection and use of your personal information is contained in our Privacy Policy. By accessing, browsing or using this Website, or by supplying any information to the Hug App you acknowledge that you have read, understood, and agree with the terms of our Privacy Policy.

**Cancellations and suspensions:** You may cancel your User Account at any time by giving us 14 days written notice. Please contact us in writing by email to cancel your User Account. We may cancel or suspend your User Account or remove any User Materials from the Website at any time immediately on notice to you if you breach these Terms (including our Privacy Policy). At our sole discretion, at any time without notice, we may also: (a) remove, block or refuse to post to the Website any Service Requests or other User Materials; (b) cancel or suspend your User Account; (c) cancel or suspend your access to the Website; or (d) cancel or suspend the operation of the Website in its entirety. The Licence survives termination and expiry of these Terms and survives cancellation or suspension of your User Account for any reason. Your User Materials will be promptly removed from the Website if your User Account is cancelled or for the duration that your User Account is suspended.

**Warranties:** By registering a User Account, posting User Materials to this Website, submitting a Service Request, accepting a Service Request or otherwise using this Website, you represent and warrant that: (a) all information and data you submit to the Hug App from time to time for the purposes of registering a User Account and otherwise using the Website is correct, current and complete; (b) you own all Intellectual Property Rights in the User Materials you post to or promote on the Website and otherwise have the right to upload such materials to the Website and grant the Licence to the Hug App; (c) to the extent that you do not own all Intellectual Property Rights in the User Materials, you have procured for the Hug App from the owner or licensor of the Intellectual Property Rights in those materials, a licence on the same terms as the Licence granted by you pursuant to these Terms; (d) the exercise by the Hug App of any rights granted to it by the Licence, including the reproduction and publication of User Materials on the Website, will not infringe the Intellectual Property Rights or other rights of any person; (e) the User Materials do not infringe the Intellectual Property Rights or other rights of any person; and (f) you are not aware of any current or pending claims by third parties in relation to the User Materials. You are solely liable for (and indemnify, defend and hold harmless the Hug App Persons from and against) all Losses suffered by any person directly or indirectly as a result of a breach of any of the above warranties and agree not to bring any claim, action, proceeding or suit against the Hug App in respect of such Losses, or assist any person to do so. We may plead these Terms as a bar to any claim, action, proceeding or suit brought by you against us for any Losses suffered by any person directly or indirectly as a result of a breach of any of the above warranties.

**Personal use only:** We provide the Facilities of this Website to you individually and personally. A User Account must not be operated or controlled, directly or indirectly, by anyone other than the person identified as the owner of the User Account. Your right to use the Website cannot be assigned to anyone else and you must not re-sell the services offered by our Website to anyone else or make other commercial use of the Facilities without our prior written consent.

**Disputes:** The Requesting User is solely responsible for all queries and complaints concerning Service Requests. The Accepting User is solely responsible for all queries and complaints concerning the Services it provides or agrees to provide. Any disputes between a Requesting User and an Accepting User must be resolved by them without involving us.

**Arbitration:** Any complaint, dispute or controversy arising in any way out of these Terms or use of the Website may at our option be referred to arbitration to be conducted on a confidential basis pursuant to the rules adopted by the Australian Commercial Disputes Centre. You agree to be bound by the arbitrator's decision. The arbitrator will decide who should pay the costs of the dispute.

**Severance:** If any part of these Terms is deemed unlawful, void or for any reason unenforceable then that provision is deemed to be severed from these Terms and does not affect the validity and enforceability of any of the remaining provisions of these Terms.

**Waiver:** No failures to exercise and no delay in exercising on our part any right or privilege under these Terms operates as a waiver thereof. A waiver by us of any breach of these Terms does not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision.

**Entire agreement:** These Terms and any other document referred to herein constitute the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understanding or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on statements, warranties or

representations given or made by any of them in relation to the subject matters of these Terms, save those expressly set out in these Terms, and that, to the extent legally permitted, they have no rights or remedies with respect to such subject matter otherwise than under these Terms.

**Force Majeure:** We will be under no liability to you in respect of anything which may constitute a breach of these Terms arising by reason of force majeure, or circumstances beyond our control including, but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, war, terrorism, civil commotion or civil authority, including acts of local government and parliamentary authority, inability to supply the Facilities, telecommunications failure, materials, breakdown of equipment and disputes of whatever nature and for whatever cause arising including, but without prejudice to the generality of the foregoing, work to rule, overtime bars, strikes and lock outs.

**Assignment:** You are not allowed to assign, novate, delegate or sub-contract any of your rights and obligations under these Terms. We may assign, novate, delegate or sub-contract any of our rights and obligations under these Terms at our discretion.

**Variation:** These Terms may be varied only by written agreement between the Hug App and you. For the purposes of this clause, written agreement may be achieved by the Hug App notifying the varied terms to you by email and by you accepting the varied terms by return email.

**Relationship:** Nothing in these Terms creates or is intended to create any relationship of agency, partnership, joint venture, employment or similar between the parties. You have no authority to bind us or our related entities in any way.

**Applicable law:** These Terms are governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and its appellate courts.

**DMCA Policy:** This paragraph applies if you are a United States resident User or if we are otherwise required to comply with the provisions referred to below. We respect the intellectual property rights of others and expect our Users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, we will respond expeditiously to claims of copyright infringement committed using the Website and/or the App if such claims are reported to [support@thehugapp.com.au](mailto:support@thehugapp.com.au) and/or our Designated Copyright Agent as registered with the Copyright Office. If you are a copyright owner, authorised to act on behalf of one, or authorised to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website by providing a DMCA Notice of Alleged Infringement and delivering it to [support@thehugapp.com.au](mailto:support@thehugapp.com.au) and/or our Designated Copyright Agent. Upon receipt of such Notice, we will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged content from the Website.

**Definitions:** For the purposes of these Terms:

**Accepting User** means a User in a Group who accepts a Service Request from another User in that Group and therefore agrees to provide the requested Services.

**Activity** means an activity in which children participate as a group or a team including attending a School or a school activity (such as a camp), after-school program, sport, music, dance, art and other community based activities such as a church, religious education, scouts, guides, Duke of Edinburgh Scheme or similar.

**App** means the mobile phone app known as The Hug App through which Users access and use the Website and which is available for download from the Apple Store or Google Play.

**Bear** means the animated bear logo sent by the Hug App to an Accepting User confirming that they are to provide the requested Services.

**Connection** means a connection between a User and another User based on User Account data contained within the App or sourced by the App from a User's mobile device being one or more of the following: (a) the User is a Facebook friend of the other User; (b) the User is listed as a contact of the other User (via telephone number or email address) in the User's mobile telephone through which the User accesses the App; or (c) the children of the User and the children of the other User attend the same School (as determined by the respective Profiles of the relevant Users); or (d) the children of the User and the children of the other User participate in the same Activity together as demonstrated by a Location address common to both Users.

**Currency** means, for Australian resident Users, Australian dollars, and for all other Users, United States dollars.

**Dependant** means any dependant (human or animal) of a User or other person or animal for whom the User otherwise has primary care responsibilities either on a full time basis or a part time basis.

**Facility** means the provision of a facility via the App/Website through which Users can: (a) request other Users from a Group of which they are both members to: (a) collect or deliver; or (b) agree to collect or deliver; or (c) care for, one or more Dependants of the first User from, to or at a Location; and any other services offered by us from time to time as specified on the Website.

**Group** means a group of Users which is created and named by an individual User and consists of that User and the Users selected by the creating User based on a Connection with each of those Users.

**Hug** means the artificial currency used on the Website to make Service Requests and receive Services, with one Hug equating to AU\$0.99 (or other amount specified by the Hug App from time to time). The Hug App may offer a discount on purchases of bundles of Hugs, at the Hug App's discretion. The Hug App may change the cost and value of a Hug, or change or remove the amount of any discount on bundles of Hugs, at any time by advertising the change on the Website.

**Hug App Materials** means any information, documents, data, audio visual materials (including audio or video files of any type) or other materials the Hug App uploads to or displays on the Website from time to time in any form.

**Hug App Persons** means the Hug App, its officers, directors, employees, agents, contractors, licensors and suppliers.

**Intellectual Property Rights** means statutory, proprietary and all other rights throughout the world in respect of copyright, trade marks, confidential information, patents, designs and all other rights of a like nature, by law in force in any part of the world including all applicable renewals and extensions.

**Licence** means a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, transferable, sub-licensable licence to: (a) reproduce, publish, display, communicate and promote the User Materials on the Website; (b) permit Website users to access, display, download and print portions of the Website displaying the User Materials only for their own private non-commercial use (but acknowledging that we do not control such use) and to order services via the Website; (c) facilitate the promotion of the Website and take all steps and undertake all activities reasonably necessary for that purpose; and (d) to do all acts comprised in the copyright in the User Materials for the purposes of promoting and facilitating the promotion of the Website.

**Location** means a location from, to or at which a Dependant is to be collected, delivered or cared for, as applicable, including their home, a School or other location where an Activity or other appointment (such as a dental appointment) is to occur.

**Losses** means losses, expenses, claims, proceedings, damages and costs (including actual, special, direct, indirect, incidental, exemplary or consequential) of every kind and nature.

**Payment Gateway** means the Apple Store in app payment gateway or the Google Play In-app Billing gateway, as applicable, depending on which store you used to download the App.

**Profile** means the user profile created by a User through the Website containing the required details for themselves and their Dependant(s).

**Requesting User** means a User in a Group who issues a Service Request to one or more Users in the Group.

**Services** means where a User in a Group collects or delivers one or more Dependants of another User of the Group from or to a Location, as applicable, or looks after the Dependant of the other User at an agreed Location for a specified period of time, in response to a Service Request issued by the other User and accepted by the first User.

**Service Request** means where a User in a Group makes a request via the App for another User in the Group to collect or deliver one or more Dependants of the first User to a Location or to provide care in respect of a Dependant(s), as applicable, specifying all required details including the name of the Dependant, the collection time, delivery time or required care period (including start and end time), as applicable, and the collection, delivery or care Location, as applicable.

**School** means an educational institution such as a day care centre, preschool or school.

**User** means any person who has registered a User Account.

**User Account** means the account which each user of the App must create to use the Facilities, make Service Requests and to offer and provide Services, as applicable. In the case of Users, this includes providing personal details of the User and Dependants and a Profile which must be created by each User of the Website in order to: (a) use the App; (b) create Groups; (c) add Users who are Users to a Group they have created; (d) make Service Requests and pay for Services; and (e) provide Services.

**User Materials** means any materials, data, information or other items a User uploads to the Website including Service Requests and Accepting Users acceptances.

**Website** means the website located at [www.thehugapp.com.au](http://www.thehugapp.com.au) and any other application distribution platform (including the App and any other mobile applications) through which the Hug App provides the Facilities.