

Grabtalk Terms of Services

Last update on August 4, 2015

This page explains the terms by which you may use our mobile applications, websites or other products or services (collectively the "Services"). By downloading, accessing, registering or using the Services of Grabtalk, Ltd. and our affiliates ("Grabtalk", "we" or "us"), you signify that you have read, understood, and agreed to be bound by this Terms of Use ("Terms") and to the collection and use of your personal information ("Personal Information") in the Grabtalk Privacy Policy, whether or not you are a registered user of our Services. Grabtalk reserves the right to make modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Services ("Users").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, BROWSING OR USING THE WEBSITE OR SERVICE, CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR DOWNLOADING THE APP, YOU REPRESENT THAT (1) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH GRABTALK, AND (2) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE PARTIES YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE, APP OR SERVICES.

1. Use of Our Services

a. About Us

Grabtalk provides a platform that enables users of Grabtalk 's English Services to message for help with local traveling problems on their trips, either by Grabtalk's knowledge to the local city or by third party vendors of various services (each a "Third Party Provider").

b. Usage Data

By using the Grabtalk application you agree to authorize Grabtalk collect information about your usage of the application, including interactions with messages. You agree that we will share the fact that you took these actions with the sender and receiver of the message. You also agree to authorize Grabtalk collect Personal Information from and about your device. For more information about the information we collect from you and your device and Grabtalk's privacy practices, please review our Privacy Policy.

c. Billing Policies

Grabtalk provides Users with free courtesy consulting including directions, restaurant reservations, merchant hours, or other travel-related inquiries. Services that involve payments will be charged additional handling fees set by us. By using our Services, you agree that Grabtalk reserves the rights to add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Terms.

Grabtalk will pay the service/merchandise upon your approval. Only after confirming the service/merchandise with vendors, Grabtalk will charge you.

You may cancel your requests and get refund as long as Grabtalk can cancel the request with its vendors. In all other cases, you may still cancel your Grabtalk account or any requests at any time; however, you are not entitled to any refund for cancellation. Grabtalk provides refunds for purchases only in Grabtalk's sole discretion. In the event that Grabtalk suspends or terminates your account or this Terms, you understand and agree that you shall receive no refund or exchange for any Grabtalk Property, any content or data associated with your account, or for anything else, except if, in Grabtalk's sole discretion, Grabtalk provides you a refund or exchange.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. You are responsible for any expenses, delays or other consequences caused by the inaccurate or incomplete information you have provided to us.

You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions. You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You agree to immediately update your payment details in the Apps or other payment tools (such as WeChat Wallet, Alipay, PayPal, etc.) if there is any change in your billing address or the credit card used for payment hereunder. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not to the Terms to determine your rights and liabilities.

d. Memberships

A Grabtalk Member (Basic or Premium) refers to any user that accesses, downloads, registers or uses our Services on the WeChat Platform or the App. Grabtalk may recommend Premium Membership and provide Premium Member Services to you for a pre-notified monthly membership fee due before you officially become a Premium Member. By becoming a Premium Member, you signify that have read, understood, and agreed the rights and benefits as a Premium Member, and agrees that Grabtalk may add or modify the benefits and membership fee at any time in its sole discretion. You agree that Grabtalk reserves the rights to withdraw the membership of any User without a refund in case that the User violate the Terms and/or the laws.

e. Eligibility

Children under the age of 13 are not allowed to use our Service. We do not knowingly collect or solicit Personal Information from any children under the age of 13 or knowingly allow such persons to register as Users. Please contact us if you believe we have any Personal Information from any children under the age of 13 and we will promptly investigate (and remove) such Information.

If you are using our services on behalf of a company, partnership, association, government or other organization (your "Organization"), you warrant that you are authorized to do so and that you are authorized to bind your Organization to these Terms and in such circumstances "you" will include your Organization.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

f. Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree not to engage in any of the following prohibited activities:

- i) Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms;
- ii) Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- iii) Send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials;

- iv) Copy, distribute, or disclose any part of the Services in any medium, including without limitation by any automated or non-automated "scraping";
- v) Use any automated system, including without limitation robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- vi) Reverse engineer any aspect of the Services or anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services;
- vii) Use or attempt to use another user's account without authorization;
- viii) Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorized to access;
- ix) Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- x) Engage in any harassing, intimidating, predatory or stalking conduct;
- xi) Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity;
- xii) Violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent;
- xiii) Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- xiv) Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Grabtalk account, Stories, messages, a Grabtalk username, or a friend link without Grabtalk's prior written consent;
- xv) Develop any third-party applications that interact with User Content or the Services without our prior written consent;
- xvi) Uploading invalid data, viruses, worms, or other software agents through the Services;
- xvii) Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You further agree to abide by any third-party terms that apply when posting reviews of Grabtalk, including the iTunes App Store Terms of Service and/or the Android Market Terms of Service. Posting Grabtalk usernames in app store reviews is strictly prohibited and may result in the deletion of your Grabtalk account.

2. Grabtalk Content

Unless otherwise stated, all materials contained on or within the Services, including, but not limited to, text, graphics, images, code, illustrations, designs, icons,

photographs, video clips, and written and other materials (collectively, "Grabtalk Content"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws, and unauthorized use of Grabtalk Content may violate such laws and these Terms. Except as expressly provided in these Terms, Grabtalk does not grant any express or implied rights to use Grabtalk Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, Grabtalk Content, the Services or any related software, except as expressly stated in these Terms.

You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the Services and Grabtalk Content. This license is revocable at any time. This license is subject to these Terms and does not include:

- i) The distribution, public performance or public display of Grabtalk Content;
- ii) Modifying or otherwise making any derivative uses of the Services or Grabtalk Content, or any portion thereof;
- iii) Use of any scraping, data mining, robots or similar data gathering or extraction methods;
- iv) Downloading (other than page caching) any portion of the Services, Grabtalk Content or any information contained therein, except as expressly permitted on the Services;
- v) Accessing the Grabtalk API with an unauthorized or third-party client;
- vi) Any use of the Services or Grabtalk Content other than for their intended purposes.

Any use of the Services or Grabtalk Content other than as specifically authorized in these Terms, without the prior written permission of Grabtalk, is strictly prohibited and will terminate the license to use Grabtalk granted in these Terms.

3. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the local area of the Service.

4. Laws and Regulations

a. Application Region

Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with these Terms, including their existence, validity, interpretation, performance, breach or termination, will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The seat of the arbitration will be Hong Kong. There will be one arbitrator only; the arbitration proceedings will be conducted in English.

b. Copyright Policy

Grabtalk respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work. If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement with our designated agent:

Grabtalk Ltd.
Attn: Copyright Agent
Room 703, Kowloon Building
555 Nathan Road, Kowloon
Hong Kong
service@grabtalk.com

c. Exceptions

The Terms and any dispute or claim arising out of or in connection with these Terms will be governed by the law at the location of the Services provided, except to the extent that:

- i) Any applicable additional terms incorporated into these Terms provide differently;
- ii) The applicable laws and regulations of your jurisdiction mandate otherwise (for instance, you may have statutory rights in your jurisdiction in relation to bringing or defending claims in a local court (including small claims court (or similar court)).

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms

and shall not affect the validity and enforceability of any remaining provisions.

5. Questions and Comments

Grabtalk welcomes comments, questions, concerns, and suggestions. Please send feedback to us by visit <http://tk2.me/service> or send email to service@grabtalk.com.