

TERMS AND CONDITIONS OF SERVICE

These terms and conditions (the "Terms and Conditions") govern the use of **www.viidaislife.com** (the "App"). This App is owned and operated by The Speed Dating Company Pty Ltd t/a viida is life. This App is an ecommerce application.

By using this App, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

1. **Intellectual Property**

All content published and made available on our App is the property of The Speed Dating Company Pty Ltd t/a viida is life and the App's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our App.

2. **Age Restrictions**

The minimum age to use our App is 18 years old. By using this App, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

3. **Acceptable Use**

As a user of our App, you agree to use our App legally, not to use our App for illegal purposes, and not to:

- 3.1. Harass or mistreat other users of our App which includes and is not limited to cat-phishing, bullying and/or cyberbullying, emotional abuse including emotional blackmail;
- 3.2. Violate the rights of other users of our App which includes but is not limited to cat-phishing, bullying and/or cyber bullying, misleading and misdirection, exploitation of anyone vulnerable, human trafficking;
- 3.3. Hack into the account of another user of the App for any purpose including and not limited to identity theft and theft of money and other assets;
- 3.4. Post any material that may be deemed inappropriate or offensive. These include and are not limited to photos and/or written material that promote child pornography, adult pornography and are considered explicit and offensive;
- 3.5. Distribute content or engage in behaviour that promotes or condones hate, dehumanisation, degradation, or marginalisation based on disability, race/ethnicity, nationality, religion or belief, sex, sexual orientation, gender identity or expression or political expression of sympathy. viida is life aims to foster a diverse and inclusive environment and community;

- 3.6. Buy, promote, distribute, or sell prohibited goods such as illegal drugs and other substances prohibited by law in any jurisdiction that our subscribers are based in globally; buy, promote, distribute, sell or engage in any action that promote the misuse of prescribed or controlled drugs and substances. These substances may include and are not limited to tobacco, e-cigarettes or alcohol;
- 3.7. Use our platform to advance, promote, support or condone violent, dangerous or terrorist actions and causes; and
- 3.8. Violate the intellectual property rights of the App owners or any third party to the App.

If we believe you are using our App illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our App. We also reserve the right to take any legal steps necessary to prevent you from accessing our App. We will also report you to authorities as required by law.

4. **User Contributions**

Users may post the following on our App on their personal accounts:

- I. Photos of the user only
- II. Accurate description of the user

By posting publicly on our App, you agree not to act illegally or violate these Terms and Conditions.

5. **Accounts**

When you create an account on our App, you agree to the following:

- 5.1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
- 5.2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

Any photos of the user cannot be explicit in any manner or form or could be construed or interpreted as being rude and/or offensive. Any photos taken for verification purposes are to be that of the user (subscriber) only. Any other photos uploaded to the users account are to be that of the user only.

Any descriptions of the user cannot be explicit in any manner or form or could be construed or interpreted as being rude and/or offensive. We reserve the right to suspend or terminate your account if you are using our App illegally or if you violate these Terms and Conditions.

6. **Sale of Services and Goods**

These Terms and Conditions govern the sale of the following services and goods on our App:

6.1. Subscriptions for dating service; and

6.2. Purchase of viida coins to buy token gifts to give or exchange with other users at your discretion.

The services and goods will be paid for in full when they are ordered.

These Terms and Conditions apply to all services and goods that are displayed on our App at the time you access it. All information, descriptions, or images that we provide about our services and goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services and goods we provide. You agree to purchase services and goods from our App at your own risk.

7. **Third Party Services and Goods**

Our App may offer services and goods from third parties. We cannot guarantee the quality or accuracy of services and goods made available by third parties on our App.

8. **Subscriptions**

Your subscription automatically renews, and you will be automatically billed until we receive notification that you want to cancel the subscription:

8.1. A user can cancel his/her subscription at any time by following instructions on their account.

8.2. We advise you to refer to our Refund Policy before cancelling your subscription.

9. **Payments**

We accept the following payment methods on our App:

- Credit Card; and
- PayPal.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

10. **Refunds**

10.1. **Refunds for Services and Goods**

We do not provide refunds for services and goods sold on our App. Users should make their choices and purchases carefully. Once a purchase of a subscription is made and/or once a user has purchased viida coins, there is no refund available, regardless of whether the subscriptions and/or viida coins were used or not.

10.2. **Consumer Protection Law**

Your consumer rights are protected by the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

11. **Limitation of Liability**

Except where prohibited by law, The Speed Dating Company Pty Ltd t/a viida is life and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the App.

12. **Indemnity**

Except where prohibited by law, by using this App you indemnify and hold harmless The Speed Dating Company Pty Ltd t/a viida is life and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our App or your violation of these Terms and Conditions.

13. **Applicable Law**

These Terms and Conditions are governed by the laws of the State of New South Wales, of the Commonwealth of Australia.

14. **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

15. Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our App and the way we expect users to behave on our App. We will notify users by email of changes to these Terms and Conditions or post a notice on our App.

16. Contact Details

Please contact us if you have any questions or concerns. Our contact details are PDO@viidaislife.com

You can also contact us through the feedback form available on our App.

Effective Date: 6th day of December 2023