



NARU App Terms of Use

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Terms and Conditions

This mobile application ('Our app') is owned and operated by Naru Pty Ltd (ACN: 655 668 910). By accessing and/or using Our app and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at <https://www.naru.com.au/privacy>) (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using Our app if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Naru Pty Ltd.

01 Registration

You must be a registered member to access certain features of Our app.

When you register and activate your account, you will provide us with personal information such as your name and email address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy <https://www.naru.com.au/privacy>.

When you register and activate your account, we will provide you with a one-time password. You are responsible for keeping this one-time password secure and are responsible for all use and activity carried out under this account.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of Our app and account;

- assume all risks associated with the Minor's use of Our app and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on Our app are suitable for the Minor;
- assume liabilities resulting from the Minor's use of Our app and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to Our app and your account on this basis.

02 Collection Notice

We collect personal information about you in order to process your registration and for purposes otherwise set out in our Privacy Policy at <https://www.naru.com.au/privacy>.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our products to you.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at admin@naru.com.au.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

03 Accuracy, completeness and timeliness of information

The information on Our app is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on Our app, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on Our app. You should monitor any changes to the information contained on Our app.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of Our app or a linked website. You must take your own precautions to ensure that whatever you select for your use from Our app is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to Our app (including the Terms) or the information, products or services described in it. However, we do not undertake to keep Our app updated. We are not liable to you or anyone else if errors occur in the information on Our app or if that information is not up-to-date.

04 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

5 Linked sites

Our app may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

06 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other

intellectual property rights) in Our app and in all of the material (including all text, graphics, logos, audio and software) made available on Our app (**Content**).

Your use of Our app and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to Our app or the Content. However we do grant you a licence to access Our app and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of Our app or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of Our app, the Content or any part of it is prohibited, except to the extent permitted by law.

07 No commercial use

Our app is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within Our app. You may not use Our app, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

08 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to Our app, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using Our app to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to Our app any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or

otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to Our app, we have the right to take down this information at our sole discretion and without notice.

09 Child safety standards

We are committed to upholding the highest standards of child safety and strictly prohibit any activities related to Child Sexual Abuse and Exploitation (CSAE) or Child Sexual Abuse Material (CSAM).

1. Prohibition of CSAE and CSAM We expressly prohibit the use of Our app for any content or behavior that involves CSAE or CSAM. CSAE refers to child sexual abuse and exploitation, including but not limited to:

- Grooming a child for sexual exploitation.
- Sextortion of a child.
- Trafficking of a child for sexual purposes.
- Any other behavior that sexually exploits, abuses, or endangers children.

CSAM refers to any visual depiction, including photos, videos, or computer-generated imagery, involving the use of a minor engaged in sexually explicit conduct. This material is illegal and strictly forbidden on Our app. We do not tolerate any storage, sharing, or transmission of CSAM through Our app or related services.

2. Reporting Mechanism If you encounter or suspect any activity related to CSAE or CSAM on Our app, you must report it immediately. You can report such activity via email at admin@naru.com.au or through our in-app reporting feature. All reports will be handled confidentially and in compliance with applicable laws and regulations.

3. Compliance with Laws We comply with all relevant child safety laws and regulations, including mandatory reporting obligations. Any violation of this policy will result in immediate termination of the offending account and may be reported to the appropriate law enforcement authorities.

4. Cooperation with Authorities We work proactively with law enforcement and child protection agencies to address any issues related to CSAE or CSAM. This includes preserving data and providing necessary information to assist investigations.

5. Prevention Measures To ensure the safety of all users, we implement:

- Moderation tools to detect and remove harmful content.
- Algorithms and technologies to identify and block illegal material.
- Regular audits and updates to improve child safety on Our app.

6. Account Restrictions for Minors We reiterate that minors under the age of 13 are not permitted to create accounts or use Our app. Users aged 13 to 18 must have parental or guardian consent, and parents or guardians must monitor their usage as outlined in our general Terms and Conditions.

7. Zero-Tolerance Policy We maintain a zero-tolerance policy towards CSAE and CSAM. Violations of this policy are grounds for immediate and permanent removal from Our app and may result in legal action.

For further inquiries or concerns regarding our Child Safety Standards Policy, please contact us at admin@naru.com.au.

10 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about Our app or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that Our app will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to Our app, any Content, or any feature of Our app at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

11 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of Our app and/or the information or materials contained on it, or as a result of the inaccessibility of Our app and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

12 Jurisdiction and governing law

Your use of Our app and these Terms are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.