



END USER LICENCE AGREEMENT

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This End User Licence Agreement (**Terms**) govern your use of the App and so if you do not agree to these Terms you must not access or use the App.

chnnl may update these Terms from time to time. You will be notified through the App, and your continued use of the App will constitute your acceptance of our updated Terms.

To access and use the functionality of this App you will be required to provide login details and a password to establish your own personal account (**Account**). You are solely responsible for maintaining the confidentiality and security of your Account and for all access to or communications and activities that occur on or through your Account, whether authorised by you or not. You agree to notify us immediately of any breach of security related to your Account. chnnl will not be responsible for any losses or damages arising out of any unauthorized access to or use of your Account.

The App enables you to respond to daily surveys and provide personal Information (collectively, **Information**) to support your wellbeing. In submitting Information to the App, you understand and agree that this Information will be shared with your organisation in accordance with our [Privacy Policy](#).

Where you submit or upload Information through the App you do so at your own sole risk. It is your responsibility to ensure that your Information does not infringe or violate the rights of any third party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be of obscene or objectionable content.

You must not use the App in any manner that may be considered to be harassing, abusive, stalking, threatening, intimidating, defamatory, or to otherwise infringe or violate the rights of any person. chnnl is not in any way responsible for any such use by you, or for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that you may receive as a result of your use of the App.

chnnl may monitor Information submitted or uploaded by you through the App to investigate any actual or threatened breach of these Terms, and to take any other action that chnnl considers appropriate, including, without limitation, suspending or terminating your access to the App or suspending or terminating your Account.

Your use of the App must comply with all applicable laws, regulations, organisational policies and community standards.

You retain ownership of the Information you submit through the App however by submitting any Information to us you grant us a limited, non-exclusive licence to anonymise and use that Information for the purpose of providing themes and data analytics to your organisation in accordance with our [Privacy Policy](#).

You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, attempt to derive the source code of, modify, or create derivative works of the App or any part thereof or otherwise tamper with any of the security technology related to the App for any reason, or to attempt or assist another person to do so.

Where your Account is terminated for any reason we will delete all account and personal information in accordance with our [Privacy Policy](#).

The App is to the maximum extent permitted by law provided 'as is', without warranties of any kind, either express or title, and non-infringement.

chnnl does not guarantee, represent, or warrant that your access to the App will be uninterrupted or error-free and we reserve the right to remove or suspend access to the App at any time and for any reason without notice to you. chnnl expressly disclaims any representation, warranty or guarantee that the App (or any functionality provided through the App) will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and to the extent permitted by law chnnl expressly disclaims any liability relating thereto.

You expressly agree that your use of, or inability to use, the App is at your sole risk. Chnnl will use reasonable commercial



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You are solely responsible for the Information you provide through the App and chnnl expressly disclaims any responsibility or liability for any such Information. chnnl shall use reasonable commercial efforts to protect Information submitted by you in connection with the App, but you agree that your submission of such information is at your sole risk, and chnnl hereby disclaims any and all liability to you for any loss or liability relating to such Information in any way.

To the extent permitted by law, in no event will chnnl be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, breach of privacy, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the App regardless of the theory of liability (contract, tort, or otherwise) and even if chnnl has been advised of the possibility of such damages. In no event will chnnl (including its directors, officers, shareholders, employees, affiliates, agents, contractors, and licensors) be liable to you for any damages (other than as may be required by applicable law in cases involving personal injury).

By using the App you agree to indemnify and hold chnnl, its directors, officers, shareholders, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of these Terms, your use of the App or any action taken by chnnl as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred.

These Terms will be governed by the laws of New Zealand.

Notwithstanding any other provision of these Terms, chnnl reserves the right to change, suspend, remove, or disable access to the App (including any Information) at any time without notice. In no event will chnnl be liable to you or to any third party for exercising these rights. chnnl may also impose limits on the use of or access to certain features or portions of the App without any notice or liability.

These Terms, which incorporate our [Privacy Policy](#), constitute the entire agreement between you and chnnl and supersede any prior agreements, arrangements or understandings with respect to its subject matter.