



X Private Chat

Private Interactive & Secured

WHITEPAPER

Version 1.0

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Problems and Solutions

To date, messengers are among the most common applications. This is facilitated by the widespread dissemination of smartphones and Internet access. With every passing day, more and more messengers are appearing on the market. Each messenger has its own audience, and as a result, it is necessary to install dozens of applications in the smartphone to communicate with friends.

The advantage of a commercial organization was that they were readily available to provide innovative communication options as compared to conventional messenger apps (For example, SMS).

Developers and owners of numerous commercial messengers put commercial gains in first place, and factors such as anonymity and confidentiality of users are of secondary importance. In most cases, commercial messengers have a number of drawbacks:



Centralized management

Centralized management affects the privacy of the users any kind of content, files against the directive of the company can be obstructed or deleted for any further transfer. The company may also be subject to government pressure, and may be asked to disclose users' correspondence or to impose certain restrictions upon their request.

Centralized architecture.

The two major drawbacks of single point/ Centralized structure is first, it blocks the app to a certain number of services for the users of the whole country. Second, if the management server faces technical problems it may lead to crashing of the service for a considerable part of users.

No end-to-end encryption

This mechanism could guarantee complete confidentiality of data all the way from the sender to the recipient. In other cases, the data can be opened on the server through which communication is performed.

Connection of phone number.

The mandatory requirement of binding a phone number, email or account from another system does not allow anonymous correspondence. These data which are available for companies are often targeted by hackers. Hackers use this intercepted data for resale or blackmail.

To solve these problems, Xprivate Chat team is developing a multifunctional messenger; the architecture thereof is based on P2P communication, distributed data storage with end-to-end encryption. This amalgam of technology helps us in decentralizing, maintaining confidentiality and being fully armed against hacker attacks.

Features and Benefits

Xprivate Chat is a multifunctional decentralized messenger including the features of a classic messenger and crypto-wallet.

An alpha version of the Xprivate Chat application is already being developed and will be available soon. A lot of goals have already been realized, but even more still has to be done. We will develop an app which is not depended or controlled by government rules or any servers.

The application, which combines a high level of privacy and security of user data with the most convenient functionality.



Xprivate Chat Features



Features and Benefits

Xprivate Chat functional advantages

Possibility of anonymous communication.

Registration of a classic account in Xprivate Chat is not mandatory, in order to start communication, it is only necessary to provide another person with your ID generated by the application during installation

A communication channel for your business.

Xprivate Chat provides an opportunity to create an information channel for your brand that will promptly inform your customers about the company's news and promotions, as well as conduct interactive promotions, including remuneration in XPC for certain activities.

Monetization of author's content.

Xprivate Chat allows you to create channels with subscription-based access with payment in XPC. This function is in demand for businesses and brands willing to promote their services. Xprivate Chat provides a full-fledged mechanism for communicating with subscribers (a channel for publishing materials, webcasts, group and individual chat rooms) and a convenient way to accept payment for the adverts.

Rewards for popular content.

Xprivate Chat provides all users with the opportunity to give remuneration for allowing adverts to show on their account, thereby sending a certain amount of XPC to them.

Free use.

All the main functions of Xprivate Chat are absolutely free. Payment is charged only for additional opportunities associated with infrastructure costs (advertisement and some Pro services) and access to the copyright content of other users.

Built-in lightweight cryptocurrency wallets.

Xprivate Chat users will be able to transfer and store XPC tokens. A lightweight wallet allows you to keep full control over private keys, but it eliminates the need to load a complete chain of blocks, the size of which can be tens of gigabytes.

Micropayments support.

With the spread of offline technologies (Raiden Network, Liquidity Network, etc.), the Xprivate Chat team plans to implement micro payments in order to reduce transaction commissions in the blockchain.

Transactions in internal currency (XPC) with zero commissions.

For public accounts, there is a possibility of a two-way conversion of XPC tokens into the internal XPC currency. Transfers and payments made in XPC internal currency, are conducted without commissions, as they do not require the payment of transactions commissions in the Ethereum blockchain.

Features and Benefits

Xprivate Chat Technical Advantages

Decentralized architecture.

Xprivate Chat architecture is developed on the basis of P2P communication without the participation of servers, distributed data storage and end-to-end encryption

Application of smart contracts.

Payment for advanced functions, access to copyright content, payment for «advrts» in Xprivate Chat are carried out via smart contracts on the Ethereum platform

Security.

The use of asymmetric end-to-end encryption and P2P connections between Xprivate Chat applications eliminates the possibility of intercepting user correspondence

Anonymity.

To identify Xprivate Chat users, an ID generated on the application side is used, this ID is stored only in the Xprivate Chat application and is known only to those people whom you passed it

Confidentiality.

The absence of servers that store user correspondence excludes the disclosure of this information at the request of government agencies or as a result of hacker attacks.

Protection against wiretapping.

The network connection between the interlocutors is established directly outside the server, and all the transmitted data is encrypted. This technical solution excludes the possibility of «wiretapping» and interception of text messages.

Protection against blocking.

Using P2P connections for communication and the technical mechanism to determine the IP address and TCP / UDP ports of the interlocutor exclude the technical possibility of administrative blocking of Xprivate Chat operation.

Features and Benefits

Absence of single point of failure

Xprivate Chat doesn't use the server to exchange messages, as well as make audio and video calls, therefore, there is no central link, the malfunction of which could lead to unavailability of the service.

Secure storage of correspondence.

Xprivate Chat users have the option of storing correspondence. All user data is stored in an encrypted form. Data security is provided by duplicating data on multiple nodes.

Cross-platform versions.

Versions of the Xprivate Chat application are developed for all popular platforms.

Optimization.

Thanks to careful optimization and code refactoring, the Xprivate Chat application will not occupy much space in the device memory, and the use of hardware encryption will save battery power.

X Private Chat

Architecture and Technology



The transfer of messages in classic messengers is carried out according to the principle «client-server-client».

This technology undoubtedly has its advantages: quick search of users on a single database, storage of correspondence and synchronization between all devices of one user, service for transfer and storage of files, quick connection even if clients work through NAT.

But in certain cases, the pros become cons. The storage of correspondence and data about users on the servers of the service jeopardize the confidentiality of this data. Data and correspondence can reach third parties as a result of server hacking, can be disclosed by the owners of the service at the request of government agencies or special services, and can simply be available to the employees of the service. Another drawback of this architecture is a single point of failure - the server. If the server stops working for some reason, then the service also stops working.

The core of the Xprivate Chat messenger is the concept of decentralized messaging. This concept lies in creating an instant messenger, which will ensure the anonymity of users, confidentiality of correspondence and the absence of a single point of failure

⦿ Xprivate Chat Application

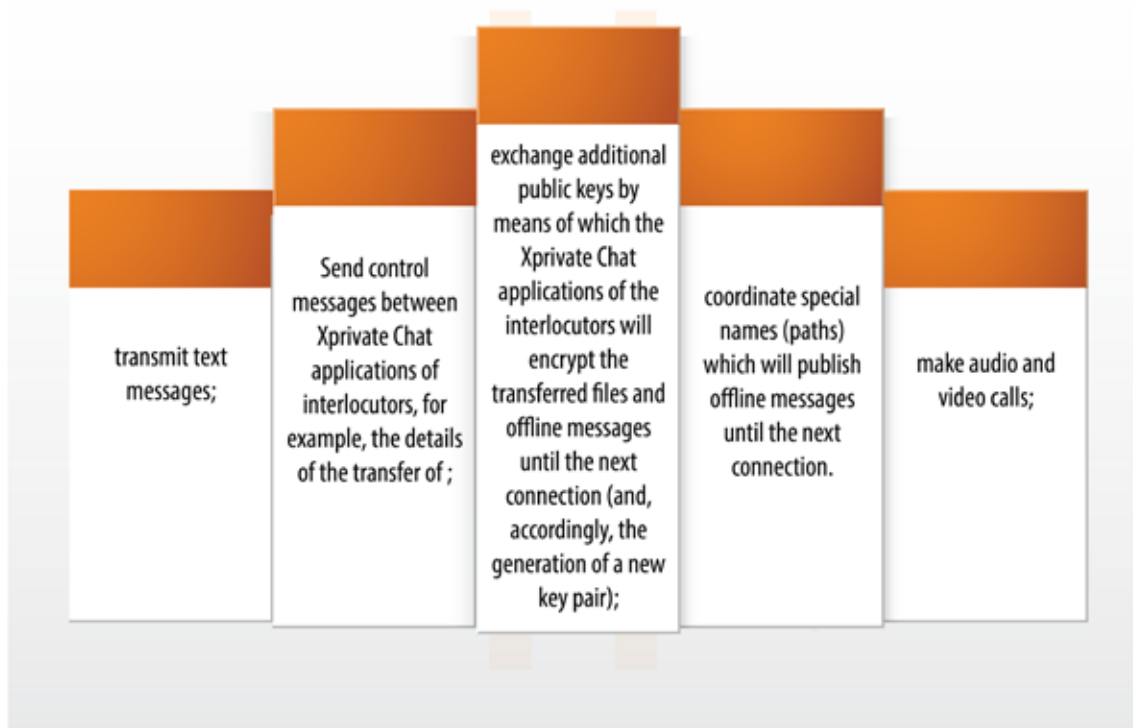
The Xprivate Chat application is a decentralized messenger with a built-in lightweight purse for XPC tokens.

Architecture and Technology

Xprivate Chat Application, Messenger Functionality

Xprivate Chat messenger embodies the concept of peer-to-peer (P2P) interaction. In P2P networks, clients are connected for data transmission directly, outside the servers.

The installed direct encrypted channel is used to:



Saving undelivered messages.

Xprivate Chat messenger embodies the concept of peer-to-peer (P2P) interaction. In P2P networks, clients are connected for data transmission directly, outside the servers.

Permanent storage of correspondence.

All correspondence is stored only in the Xprivate Chat application. If you need to back up the correspondence or synchronize it on several devices, you need to use the corresponding option of the Xprivate Chat application -in this case the correspondence will be encrypted and stored on server for a given period and particular users.

Private Chat Application, Wallet Functionality

The Xprivate Chat application will contain a built-in lightweight wallet that will allow you to safely store and transfer XPC tokens.

Operations with cryptocurrencies and tokens will be available both between Xprivate Chat users (by their ID or nickname) and with the native addresses.

All operations will be performed by the application directly in the blockchain in accordance to interaction with the node of the corresponding blockchain, without the participation of intermediate servers and services. The node selection function, including local one, will be available. This solution will ensure the transparency and security of all payment transactions.

For those users who have gone through the identification procedure, it will be possible to issue a debit plastic card in a partner bank which the USD / XPC / USD conversion will be available through the Xprivate Chat application and the web portal.

Transfers of cryptocurrencies and tokens in the Xprivate Chat application can be carried out in three modes:

Lightweight wallet mode.

The transaction is fixed directly in the blockchain and does not differ from the transfer through any other cryptocurrency wallet. This mode is the most transparent and reliable, but it will require blockchain transaction fees.

Micropayment mode

In this mode, off-line solutions will be used for transactions, such as Raiden Network and Liquidity Network, which implement the mechanism of payment channels between users, thereby minimizing the number of entries in the blockchain, and accordingly, transaction fees.

Internal currency mode.

XPC tokens can be converted to the internal XPC currency and vice versa. All transactions in the local XPC currency are made without commissions and are carried out via the Xprivate Chat API. This is the least decentralized mode, but the considerable advantage of this mode is zero commissions.

Market Analysis and Reasoning

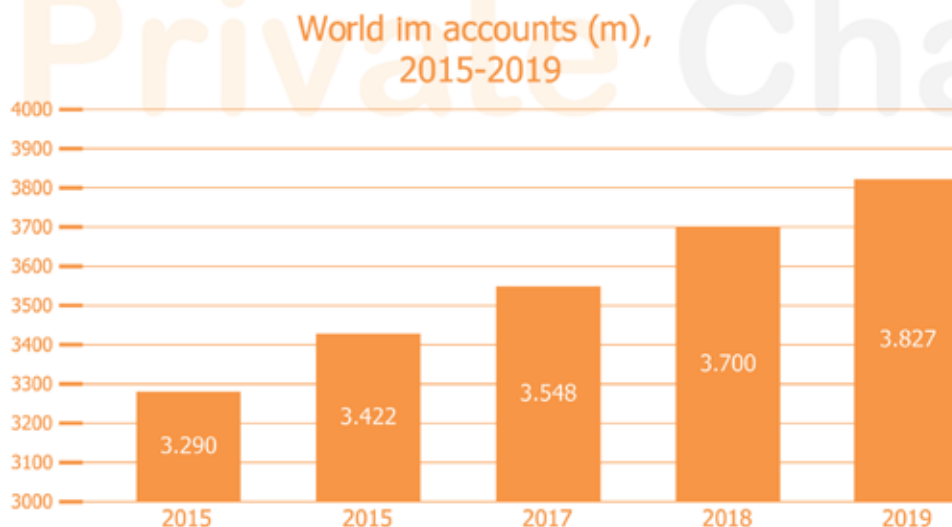
To date, messengers are among the most common applications. This is facilitated by the widespread dissemination of smartphones and Internet access. With every passing day, more and more messengers are appearing on the market. Each messenger has its own audience, and as a result, it is necessary to install dozens of applications in the smartphone to communicate with friends.

- **common market for mobile applications,**
- **the market for mobile instant messengers,**
- **voice communications market using mobile messengers.**



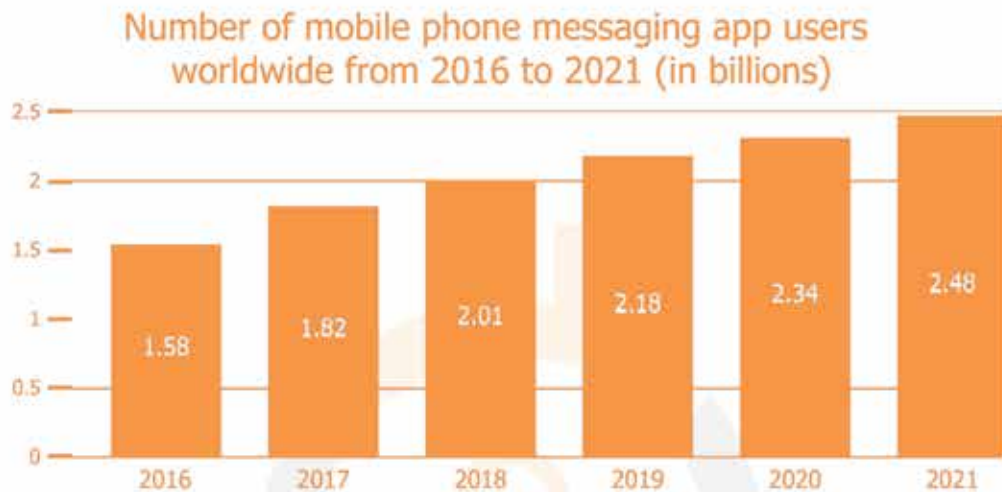
Such a variety of messengers is due to the fact that at some point, commercial organizations were able to offer much more attractive communication solutions than existing open standards (for example, SMS). Developers and owners of numerous commercial messengers put commercial gains in first place, and factors such as anonymity and confidentiality of users are of secondary importance. In most cases, commercial messengers have a number of drawbacks:

- The global market for mobile applications accounts for \$166 billion in 2017
- Number of messenger users in 2019 will reach 3.827 billion - half the world's population.



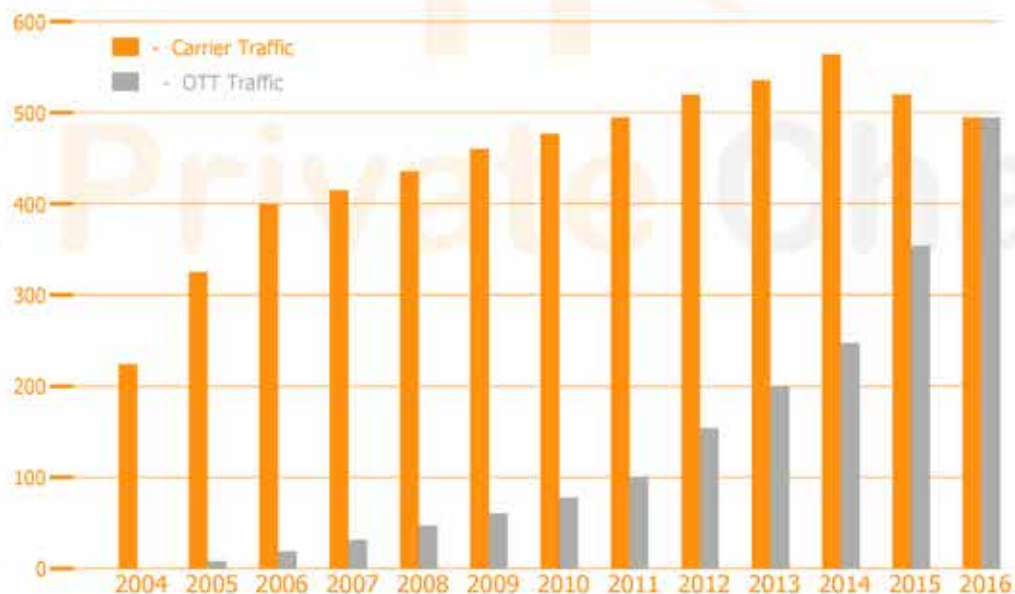
Market Analysis and Reasoning

The global market for mobile applications accounts for \$166 billion in 2017



Source: <https://www.statista.com/statistics/483255/number-of-mobile-messaging-users-worldwide/>

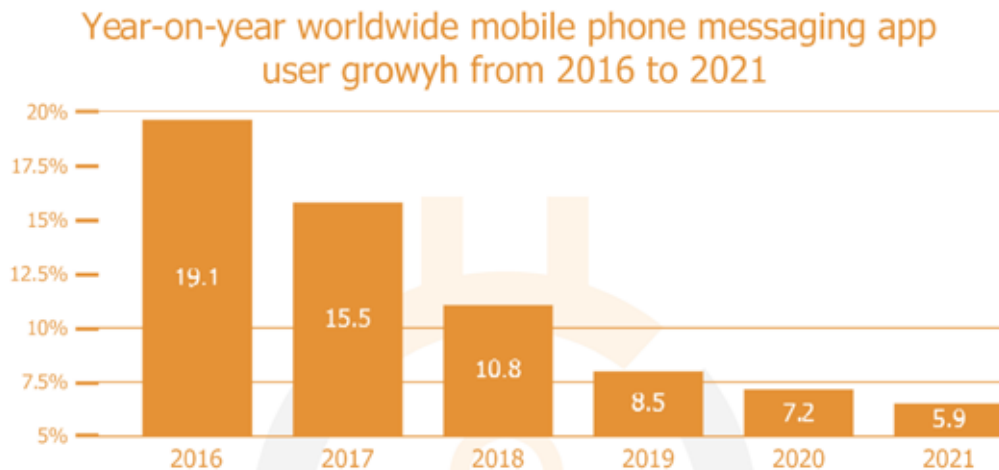
Number of messenger users in 2019 will reach 3.827 billion - half the world's population.



Source: TeleGeography

Market Analysis and Reasoning

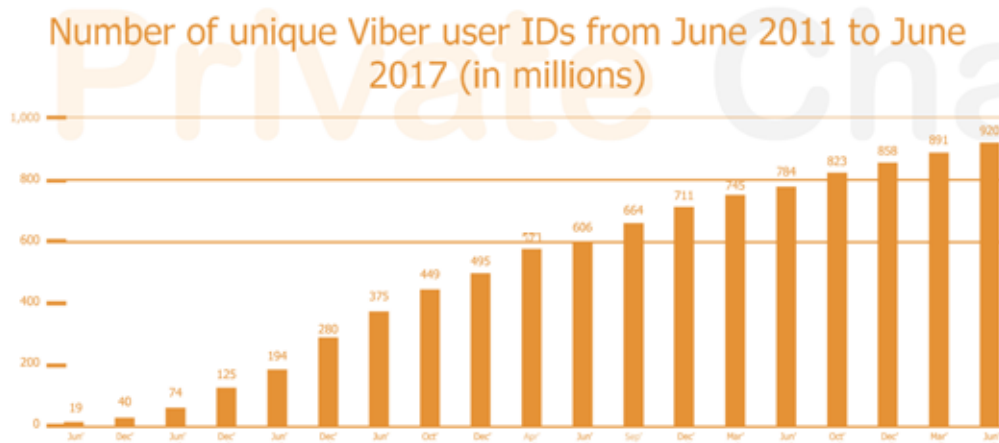
Comparison of the growth rates among the number of mobile instant messengers' users yearly (2016 - 2021)



Source: <https://www.statista.com/statistics/483287/change-of-mobile-messaging-users-worldwide/>

The apparent decline in market capacity will reduce the annual growth of the number of users, but even in 2018 this value will remain double-digit

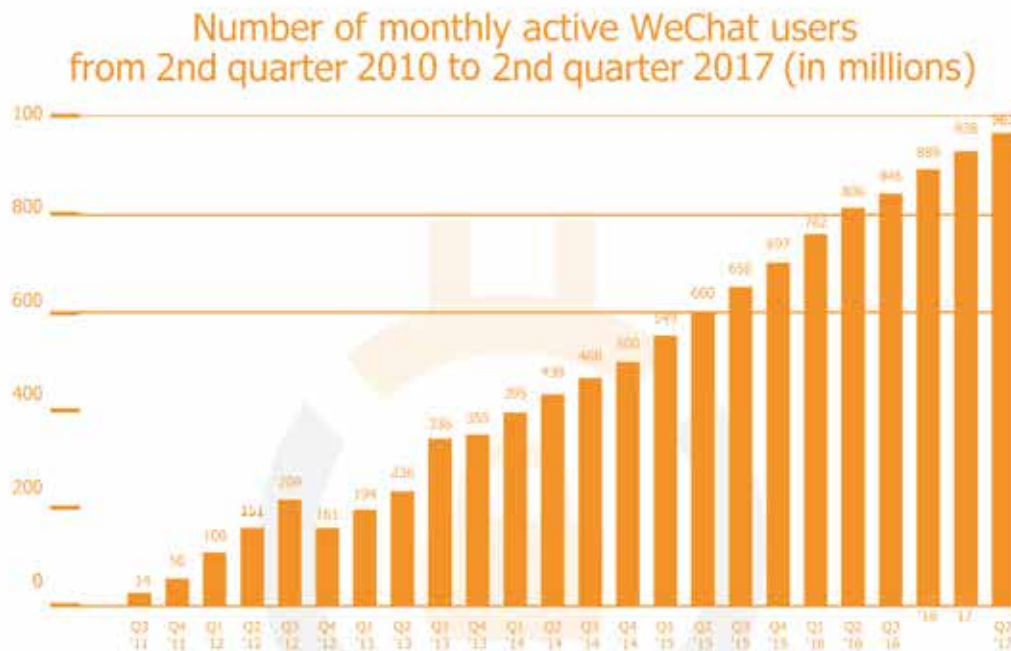
Increase in Viber instant messenger users (major regions: Asia and Eastern Europe), characterized solely by the availability of an audio / video calls



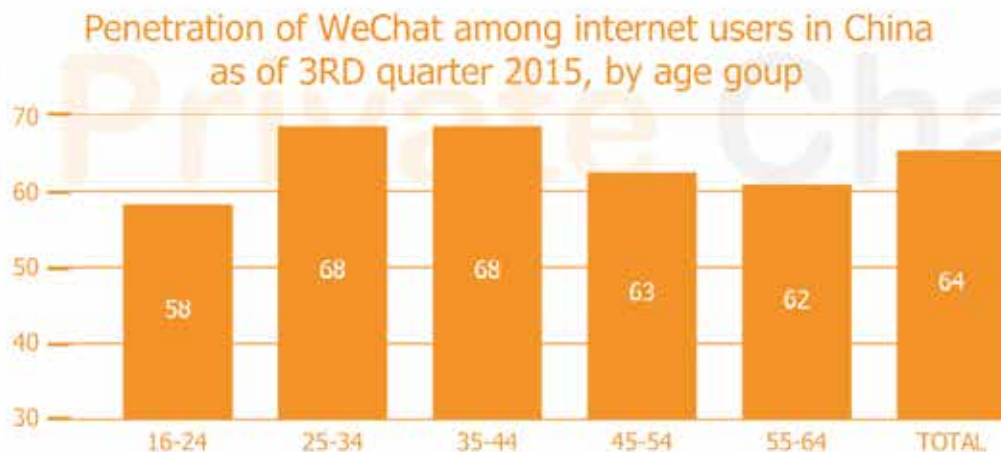
Source: <https://www.statista.com/statistics/316414/viber-messenger-registered-users/>

Market Analysis and Reasoning

Increase in WeChat users - the most popular messenger in China



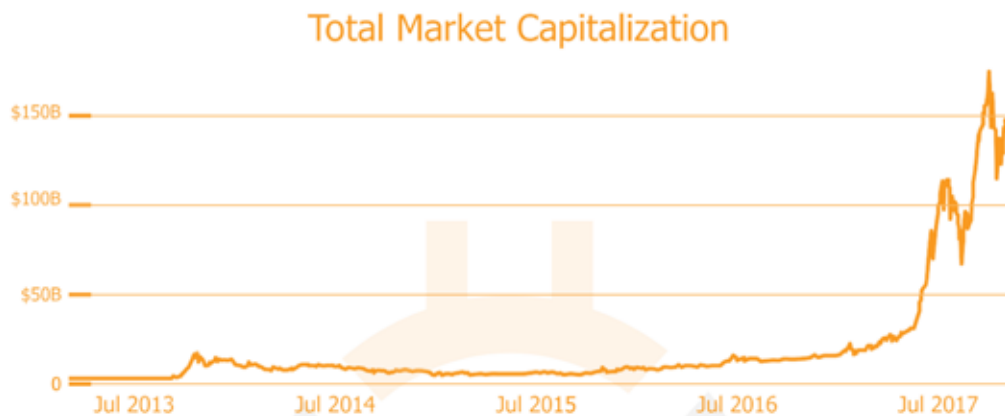
The penetration of the most popular Chinese instant messenger WeChat with built-in capabilities to make payments, by age groups



Source: <https://www.statista.com/statistics/509659/china-wechat-penetration-by-age/>

Market Analysis and Reasoning

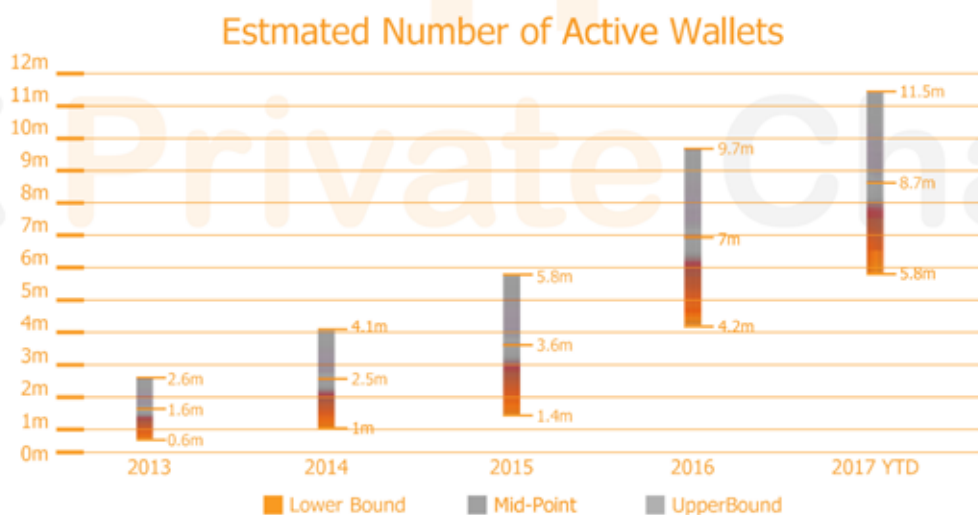
The total cryptocurrency market volume -> \$180 billion.



Source: <https://coinmarketcap.com/charts/>

The volume of cryptocurrency daily trading > \$4.8 billion

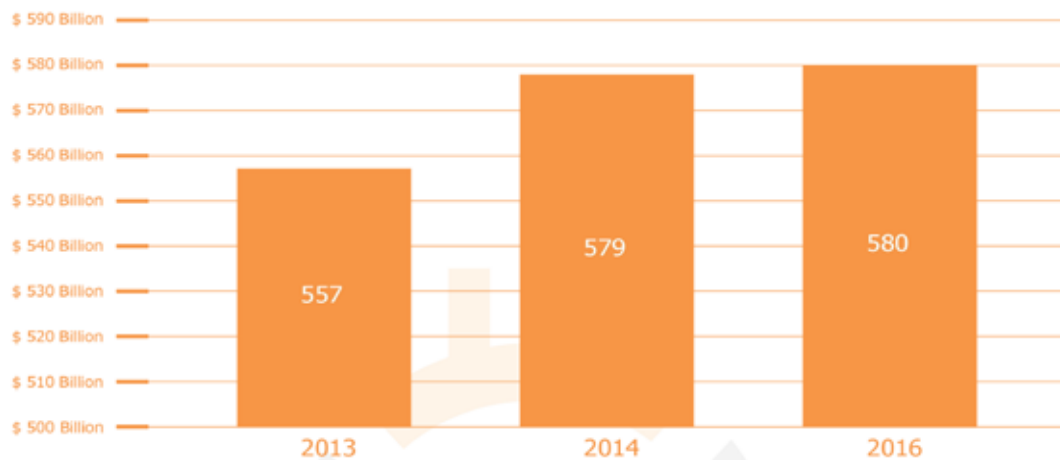
Number of active Bitcoin wallets > 11.5 million users. 65% of them use mobile applications as a main client



Source: the Cambridge University / First of Global Benchmarking Study Cryptocurrency.

Market Analysis and Reasoning

Money Transfers Market - \$ 580 billion (2016)



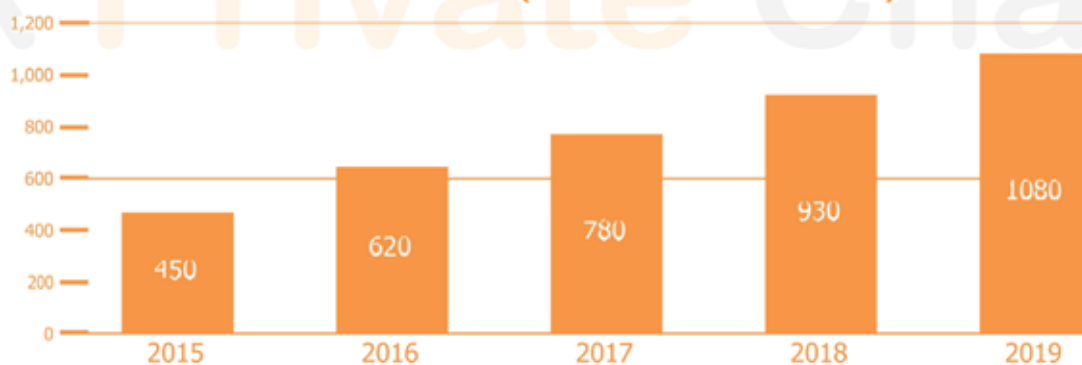
Source: <http://www.worldbank.org/en/topic/migrationremittancesdiasporaissues/brief/migration-remittances-data>

Money transfers market reaches the fantastic figure of \$580 billion. Just imagine - about a half a trillion

Market of p2p transfers via mobile devices will reach \$ 17 billion by 2019

The total market of mobile payments in 2019 will reach \$1.1 trillion

Total revenue of global mobile payment market from 2015 to 2019 (in billion U.S. dollars)



Marketing Plan



The cost of the project's marketing is one of the most significant items of expenditure. With well understanding and having huge experience in the field of promotion of mobile applications, we can calculate the entire budget and the effect of promoting our application with high accuracy.

To calculate the subsequent budget and the expected effect, let's take the existing figures of the open messenger statistics:

2017

Facebook Messenger - 1.14 billion users

The number of messages per day - over 10 billion

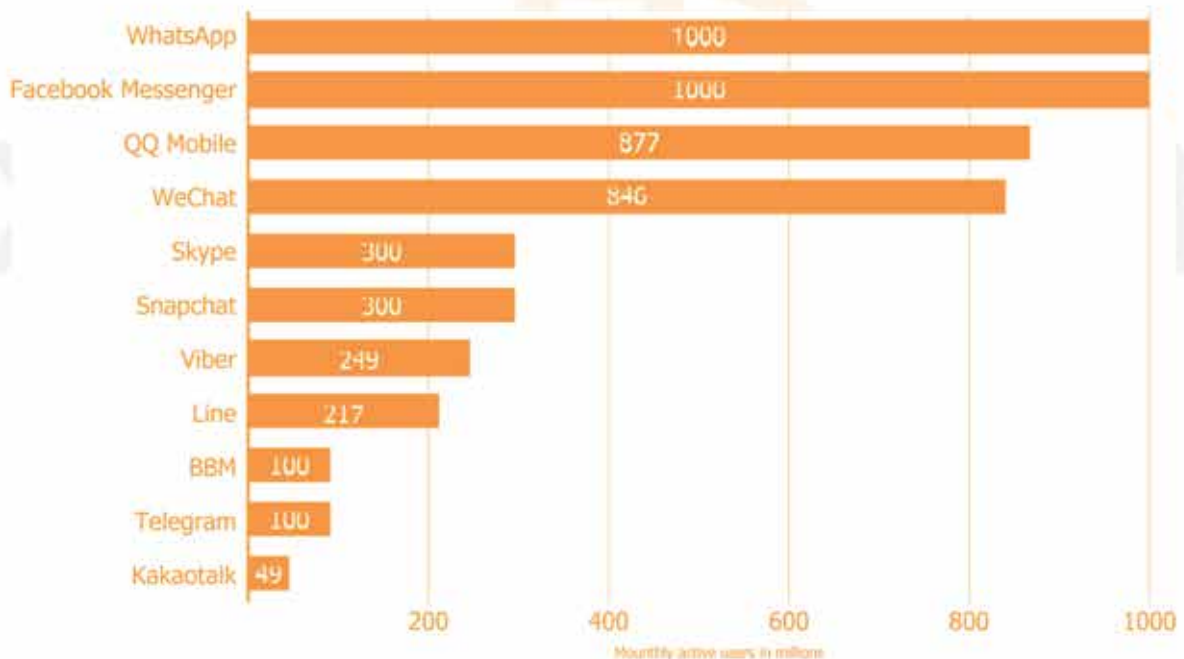
Average number of messages per day - 6.94

2017

Kik - 15 million users

The number of messages per day - over 250 million

Average number of messages per day - 16



Marketing Plan

Channels and Tools

The goal of the marketing campaign is not just to convey information about the existence and benefits of the project, but create a community of people trusting all their communication within our application in the first place. In addition to the community of active users, there is a group of interested investors who have a unique opportunity to gain access to profit distribution.

This marketing campaign includes the following excluding the final lines of activity. It is important to take into account that the overall success of the marketing campaign is built on the combination of various marketing tools, as well as their totality, without highlighting just one specific point. Our world has moved to the stage of making decisions on the basis of many touches, which convince the user to adopt one or another algorithm of actions, and cause an additional level of trust and involvement.

ASO (AppStoreOptimization)

This is a set of measures to optimize the application, namely: title, keywords, descriptions, in order to maximize the visibility of your application in search, localization.



Social networks (Facebook, Twitter, Weibo, etc.)

The ever-increasing role of social networks can play one of the important roles in the formation of our community, and the opportunities of the most targeted advertising attract our audience. Our goal is to be represented in the largest possible number of global and local social networks to be closer to our users and to hear them!

Marketing Plan

2. Lifetime Value

A proven metric for any marketing initiative is the lifetime value (LTV). LTV is the value of every mobile user. One of the key indicators, taking into account the likely time for user habituation to the application and learning the full functionality.

The indicator will give us all the data to calculate the number of users interested, giving us a precise budget for the business model. The cost of attracting user towards the app is less than 1 USD, given the overhead cost, in less than 1 year. Hence our first target for 1 year is set at \$ 3 per year.

Investors can expect at least a twofold increase in dividend income, without taking into account the growth of the exchange rate, which will also be positively influenced by news about growth of the company and the project.

3. Retention Rate

We strive to make use of the durable, so the whole series of add-ons in the Roadmap is designed to give the possibility for a significant increase in interest in the application along with every update of the application.

4. Active Users

One of the main achievements is the monthly increase in active users (MAU) or the daily increase in active users (DAU). For us, the DAU indicator is the most significant and it is important that the use of the application brings users pleasure.

5. Duration of the Session

Duration of the session is one of the most important metrics that characterizes the user's interest in the application. In this part, the functional of the future application has at least a few strong components to increase this indicator: the ability to make video calls (individual and group ones) The facility to record live streaming video and content component.

6. Average revenue per user (ARPU)

Monetizing the app will not be our first priority, our core idea of future monetization will be based on micro-commission for the transaction of payments between users and exchange of cryptocurrencies, but our goal is to make the transaction capability so simple and convenient that Xprivate Chat becomes one of the most used applications for making payments and transactions in the cryptocurrency, as well as fiat money. The key metric of this point of marketing KPI is the increase in user activity in terms of making payments, and the corresponding increase in the ARPU.

Marketing Plan

PR (materials, bloggers, reviews, press releases)

After a successful launch, we look forward to being reviewed by famous specialists and media managers on well-known publications such as techcrunch.com, variety.com, mashable.com, theverge.com, gizmodo.com, techrepublic.com, finance.yahoo.com/tech and many more.

Vloggers

Thanks to the established contacts with popular vloggers on the topic of cryptocurrency, blockchain technology, as well as a referral system with fees for inviting users, we expect to receive more than 3,000 reviews during the first year of work after a crowdsale.

Video Ads (Facebook, Youku, YouTube)

Going according to the trend video ads on platforms such as Facebook, yoku, YouTube are growing faster than ever. Many social networks give priority to video advertising, due to the cost of the final lead. Thanks to the format, it can be reduced several times. We are well equipped for the production of a huge amount of materials, our team comprises of production specialist. The video on our site sets the example alone for his creativity.

CPI Network

The affiliate program is an integral part of the marketing plan and is able to bring a large number of installations and active users on conditionally foreign resources. We aim to have at least 10 million installations within one year with the help of our partner networks.

Basic KPI Marketing Campaign

1. Using the application



Identification
of
demographic
data



The time of
greatest user
activity



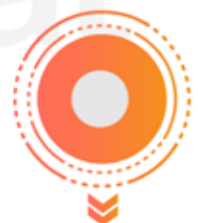
Devices



OS



Time of use



Cohort
analysis

Marketing Plan

7. Time to Start / Download the Application

We realize that time is crucial, and we are responsible for ensuring that our users download the Xprivate Chat application as soon as possible. One of the key metrics in the development and promotion of the application will be the application download speed - less than 1 second, which is actually perceived by the human brain as an instant download.

8. User Acquisition

One way to acquire new users is to learn how existing users found the application, whether organic search, paid advertisements, referrals in the application or transferring the information to each other. People are attracted to different kinds of applications for various reasons, and it is useful to know the best way to reach your target audience.

9. User Experience / Satisfaction

Do people spend five minutes on actually extracting the value from your application, or are they trying to find the page they are looking for using the pages only when they are frustrated? The usage of the application does not reflect user satisfaction. Of course, you can read reviews and ratings in application stores, but you can also use tools such as Helpshift and messaging in the application to get feedback on malfunctions, errors, and the user interface using this feedback to improve the user experience.

10. Geography of the Application

Worldwide

11. Analytics

The basic principle of the work for our marketing team is to make decisions solely on the basis of figures, not based on subjective assumptions.

Benefits for XPC Cryptocurrency Holders



The above statistics, an active marketing strategy create the prerequisites for a rapid growth in the number of users of the Xprivate Chat messenger. With the increase in the number of users, there will be a growing demand for XPC token, which is used in the messenger for the following purposes:

- **payments for paid channels;**
- **rewarding users through «Advertisement Approval»;**
- **payment for some Xprivate Chat functions related to infrastructure costs.**

The XPC token issued in a limited amount on the basis of Ethereum platform and complies with the ERC20 standard. Support of this standard ensures compatibility and ease of integration of the token with different services (wallets, exchanges, etc.). The Ethereum platform completely supports the concept of decentralized applications thanks to built-in Solidity language for writing smart contracts that will be used to implement a number of functions in the Xprivate Chat messenger.

After the ICO completion, the token will be listed on the largest crypto- exchanges.

Thus, the liquidity of the XPC token and growth in its value will be provided by the demand from the growing Xprivate Chat audience and the possibility of trading on crypto-exchanges.

Token Distribution



- 60% Token sale with Bonus
- 15% Reserve
- 10% Tech Team Share
- 5% Partners & Advisors
- 5% Airdrop
- 5% Bounty

Name:

XPrivate

Purchase Methods Accepted:

ETH, BTC

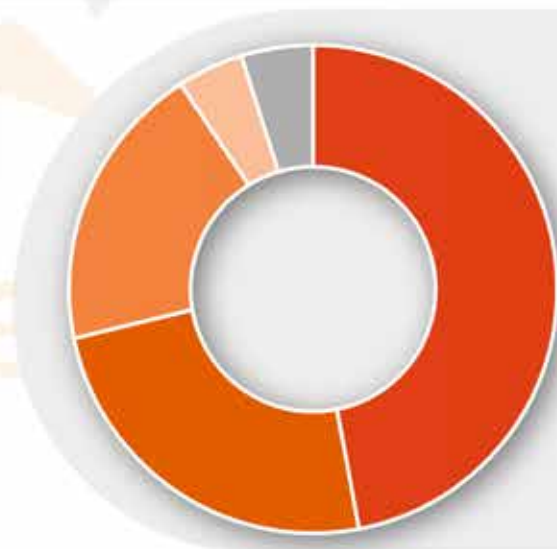
Total Supply of Tokens:

2.5 Billion

Know Your Customer (KYC):

Yes

- 45% Marketing Campaign
- 27% Development
- 23% Reserve
- 2% Licensing
- 3% Legal



Seed Round

Private
Pre IEO

Pre IEO -
Phase 1

Pre IEO -
Phase 2

Pre IEO -
Phase 3

Pre IEO -
Phase 4

**60%
Bonus**

**50%
Bonus**

**40%
Bonus**

**30%
Bonus**

**20%
Bonus**

**10%
Bonus**

25-May-2019 to
23-June-2019

24-June-2019 to
23-July-2019

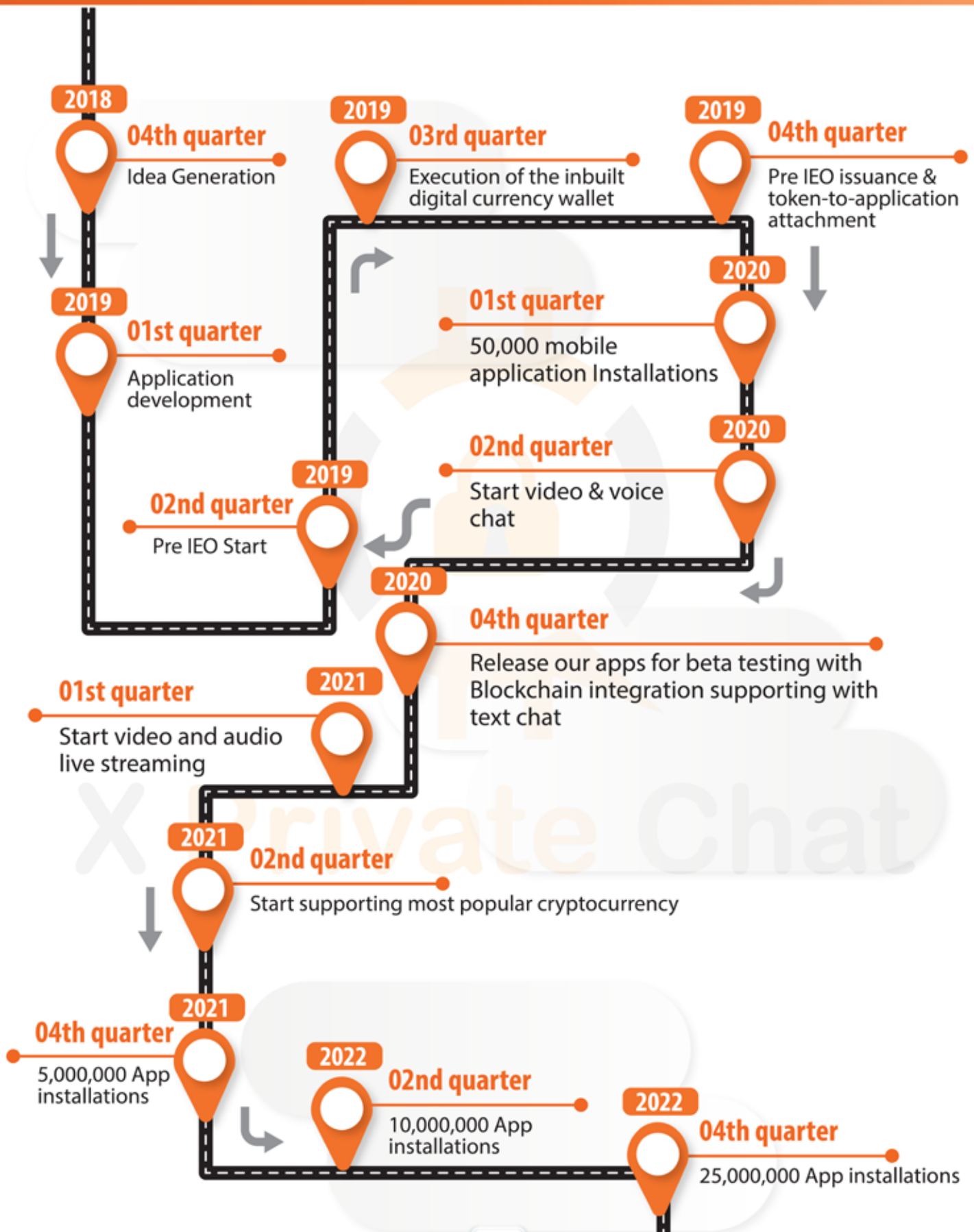
24-July-2019 to
22-August-2019

23-August-2019 to
21-September-2019

22-September-2019 to
21-October-2019

22-October-2019 to
20-November-2019

Roadmap



Our Team



TANZIL AHMED

Chief Executive Officer



MEL JACKSON

Scrum Master



**AKSHAY
KHIRODWALA**

Technical Head



SURAJ GUPTA

Project Manager



ANKITA REDDY

Graphic Designer



NIRAV BAKSHI

Legal Counsel Head



Our Advisor



ANKUR AGARWAL

Marketing Advisor



JASON STONE

Social Media Advisor



JASON BTO

ICO DEX DAPP Expert



CIAN DAFE

African Alliance Advisor



DAVEN MICHAELS

Investment Advisor



PETER HUMPHREYS

Blockchain Advisor



RASHAM ARORA

Blockchain Advisor



ASHII CHAWLA

Global Meet-up Advisor



JUSTIN VERRENGIA

Blockchain Advisor

Terms of Service

The following terms of service constitute a Legally binding agreement (the "Agreement") between You and XPRIVATE CHAT LTD. (hereinafter referred to as "XPRIVATE CHAT" / "we" / "us"), (which expression shall include its successors and assigns), setting forth the terms and conditions ("Terms") under which the XPRIVATE CHAT Messenger (the "Application") and any related services will be licensed to You by XPRIVATE CHAT.

By accessing, downloading, installing the Application, You represent to XPRIVATE CHAT that You are competent to enter into a contract (i.e. You Are legally considered an adult according to applicable law, of sound mind and not disqualified from entering into a contract under the applicable law), and You have read this Agreement, understand it and agree to be bound by its Terms. Please review the Agreement carefully before accessing, downloading and installation.

The Application: XPRIVATE CHAT Messenger Service

The XPRIVATE CHAT Application and related services are currently made available to You by XPRIVATE CHAT through usage of XPC as gas. The XPRIVATE CHAT Application is a decentralized, blockchain-based and cryptographically secure messaging service that allows users to send messages share photos, videos, songs, etc. over the internet. XPRIVATE CHAT reserves the right to suspend or withdraw this Application, at any time, without notice. More information about the Application is available on XPRIVATE CHAT's website <https://xprivate.chat/>.

You acknowledge and agree that You will have to provide XPRIVATE CHAT Your mobile phone number. You expressly acknowledge and agree that in order to provide this service, XPRIVATE CHAT may periodically access Your contact list and/or address book on Your mobile device to find and keep track of mobile phone numbers of other users of this service. XPRIVATE CHAT may also at times, access names stored in Your address book to ensure any incoming messages and push notifications via the SMS feature have a name associated with them for a superior user experience.

Similarly, when You invite Your contacts and/or send messages to Your contacts, the invite/message to Your contacts may appear as an SMS/message from Your name/the mobile number You have registered with.

You agree to notify XPRIVATE CHAT immediately of any breach of security or unauthorized use of Your mobile phone. XPRIVATE CHAT shall not be liable for Your losses caused by any unauthorized use of Your account, You shall be liable for the losses of XPRIVATE CHAT or others due to any such unauthorized use.

Application Stores

The Application can also be downloaded from third party application stores including Google Play, Nokia Ovi Store and Apple App Store etc. You agree to comply with all third-party terms and conditions & privacy policy, if any, applicable to the use of the Application or related services. XPRIVATE CHAT shall not be responsible for violation and infringement of any third party right, terms and conditions in connection with access, download or installation of the Application by You. Please be informed that we are discontinuing further updates on Windows, Symbian S40, BB platforms. The decision has been taken considering technical limitations going ahead for building intended features on these platforms

License

Subject to the Terms and compliance of the Terms hereof XPRIVATE CHAT shall grant You a license to use the Application and related services provided that (a) You shall use the Application solely for Your personal and lawful use only; (b) You will not, nor allow third parties on Your behalf (i) to resell or charge others for use of the Application (ii) to duplicate, disassemble, decompile, transfer, exchange or translate the Application, create derivative works of the Application of any kind whatsoever or attempt to reverse engineer, alter or modify any part of the Application; and (c) You warrant to otherwise comply with the terms and conditions of this Agreement (the "License").

For avoidance of any doubt this License is personal, nonexclusive, nontransferable, non-sub licensable, revocable and a limited license to download and use the Application on a mobile device that You own or control.

Privacy Policy

This Agreement is deemed to incorporate the Privacy Policy posted on the Site <https://xprivate.chat/> and accessible/embedded in the Application.

Terms of Service

Code of Conduct

You represent and warrant that:

- (i) You have the authority and capacity to enter and bind Yourself to this Agreement;
- (ii) Your use of the Application or the site will be solely for purposes that are permitted by this Agreement;
- (iii) You will provide accurate information about Your mobile phone number and any other number on Your address list required for use of the Application,
- (iv) Your use of the Application or the site will comply with all applicable local, state, national or international laws ("Laws") and will not violate any law, regulation, or contractual obligations, and further that
- (v) You will not misuse the Application and/ or the site and acknowledge and understand that "misuse" includes, but is not limited to using the Application and/ or the site in any manner that:
 - (a) violates any copyright, trademark, patent or any intellectual property right, discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement;*
 - (b) unsolicited advertising and messages, promotional materials, junk mail, spam etc.;*
 - (c) is fraudulent, unlawful or contains or promotes defamatory or illegal information and activities, images, materials or descriptions;*
 - (d) defames, harasses, stalks, threatens or otherwise violates the legal rights of others or is invasive of another's privacy rights;*
 - (e) that is vulgar, obscene, offensive, or contains pornography or nudity or otherwise objectionable*
 - (f) that is racially or ethnically offensive and encourages any conduct that would constitute a criminal offense or that gives rise to civil liability;*
 - (g) send or store material containing software viruses, worms, or other harmful computer code, files, scripts or programs;*
 - (h) attempt unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network,*
 - (i) unauthorized attempt to monitor data or traffic on any network or system without express authorization of the owner of the system or network,*
 - (j) interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks,*
 - (k) send harassing or threatening transmissions,*
 - (l) probe for means of gaining unauthorized access to computers or networks,*
 - (m) restrict or inhibit any other person from using this Application and or Site; and*
- (vi) You will not impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity.

Terms of Service

Contents

You shall be solely responsible for all contents that You upload, transmit, share or display through the Application or the Site, (collectively the "Contents") including but not limited to any photos, profiles (including Your name and image), messages, information, text, video, music, third party links and automatic submission of Your 'last seen' time.

XPRIVATE CHAT does not guarantee as to the validity, accuracy or legal status or confidentiality with respect to any Contents and You shall be solely responsible and assume all risks for any consequences of uploading, posting, transfer or disclosure of the Contents.

You hereby confirm and warrant that the Contents do not violate the representation and warranties provided in Clause 4 above. You understand and agree that XPRIVATE CHAT may review the Application and the Site and may delete or remove (without notice) any Content in its sole discretion, for any reason or no reason including any Content that in the sole judgment of XPRIVATE CHAT violates the Terms of this Agreement. When You post Your Content vide the Application or related services, You grant, and You represent and warrant that You have the right to grant, to XPRIVATE CHAT, a worldwide, non- exclusive, royalty-free, irrevocable, sub-licensable and transferable license to use, copy, reformat, translate, prepare derivative works, display, excerpts and distribute such Content for or in connection with the use of the Application or Site.

XPRIVATE CHAT does not assert any ownership over the Contents and subject to the rights granted to XPRIVATE CHAT in this Agreement, You retain full ownership of all of Your Contents and proprietary rights associated with the Contents. Upon termination of the Application (i.e. deletion of the XPRIVATE CHAT account) from Your mobile device, XPRIVATE CHAT shall delete all Your Contents from its database and servers within a maximum of 30 days, except to the extent required to be retained by applicable law.

XPRIVATE CHAT reserves the right to send you periodic communications for the purpose of sharing new updates with you. For the avoidance of doubt, it is clarified that any part of Your Content (viz. Your messages, status updates, Profile picture updates) stored by Your contacts/Friends (Previously known as Circle of Friends) for example locally on their device may remain after You delete Your account till it is deleted by such contacts.

Similarly, any part of Your Content, which is publicly available to other users of XPRIVATE CHAT who have You in their list of contacts (i.e. the content included in the image uploaded by You and the associated time stamp) stored by Your contacts may remain after You delete Your account till it is deleted by such contacts. The submission of Your 'last seen' time is done on an automatic basis.

Modifications to the Application

XPRIVATE CHAT reserves the right at any time and from time to time to interrupt, restrict (without cause and without notice to You), modify or discontinue, temporarily or permanently, the Site, Application (or any part thereof) with or without any notice. You agree that XPRIVATE CHAT shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Application or the Site.

Ownership

You acknowledge and agree that the Application, the Site and all trademarks, service marks and trade names and other intellectual property rights associated therewith are, and shall remain, the property of XPRIVATE CHAT and its licensors, as applicable. All content related to XPRIVATE CHAT corporate and business activities included on the Site and embedded in the Application, including any text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of XPRIVATE CHAT or its licensors and is protected by applicable legislation concerning protection and preservation of intellectual property rights and applicable international treaties governing intellectual property. The compilation (meaning the collection, arrangement and assembly) of all content on the Site and Application is also the exclusive property of the XPRIVATE CHAT and is protected by applicable laws as stated above. All software used on the Site and the Application is the property of XPRIVATE CHAT or its software suppliers and protected by Indian and international copyright laws. Any use except as specifically permitted, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on the Site and the Application is strictly prohibited except as otherwise permitted by law. All XPRIVATE CHAT graphics, logos and service names are trademarks of the XPRIVATE CHAT or its affiliates. XPRIVATE CHAT's trademarks may not be used in connection with any product or service that is not XPRIVATE CHAT's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits XPRIVATE CHAT. XPRIVATE CHAT's trademarks may not be used in connection with any product or service except as authorized by XPRIVATE CHAT in writing.

Terms of Service

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION.

THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. XPRIVATE CHAT, ON BEHALF OF ITSELF, NOKIA, MICROSOFT, ALL WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS DISTRIBUTED, AND EACH OF OUR RESPECTIVE AFFILIATES, AND SUPPLIERS ("DISTRIBUTORS"), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, DISTRIBUTORS EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM XPRIVATE CHAT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM ANY DISTRIBUTOR.

XPRIVATE CHAT MAKES NO WARRANTY AGAINST INTERFERENCE OF YOUR ENJOYMENT OF THE APPLICATION AND RELATED SERVICES; FOR LOSSES OR DAMAGES INCLUDING ANY PERSONAL INJURY ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE APPLICATION, USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION OR FOLLOWING A FAILURE, SUSPENSION OR WITHDRAWAL OF ALL OR PART OF THE APPLICATION AT ANY TIME; ANY BUGS, VIRUSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APPLICATION OR RELATED SERVICES, THAT THE APPLICATION WILL BE FUNCTIONAL, UNINTERRUPTED, ERROR-FREE OR BUG-FREE OR MEET YOUR REQUIREMENTS; REGARDING THE SECURITY, RELIABILITY OR TIMELINESS OF THE APPLICATION; THAT ANY ERRORS, BUGS OR FAILURES IN THE APPLICATION WILL BE CORRECTED. ACCORDINGLY, YOU EXPRESSLY AGREE THAT USE OF APPLICATION AND RELATED SERVICES IS PURELY VOLUNTARY ON YOUR PART, AT YOUR OWN RISK AND THEREFORE AGREE TO BEAR ANY AND ALL RISK WHATSOEVER AND/OR HOWSOEVER CAUSED. ANY CONTENT OR MATERIAL DOWNLOADED THROUGH YOUR USE OF THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OCCURRING ON YOUR DEVICE OR ANY OTHER LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE DOWNLOAD AND USE OF THE APPLICATION. NO ADVICE, COURSE OF CONDUCT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM XPRIVATE CHAT OR ANY PARTY OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

WHILST XPRIVATE CHAT SHALL UNDERTAKE ALL REASONABLE EFFORTS AND DUE DILIGENCE TO ENSURE SECURITY AND INTEGRITY, XPRIVATE CHAT SHALL, IN PARTICULAR, NOT BE LIABLE FOR THE FOLLOWING: DELAY OR ERRORS IN TRANSMISSION AND/OR STORAGE OF INFORMATION TO OR THROUGH XPRIVATE CHAT THAT MIGHT OCCUR FROM TIME TO TIME; INTRUSION, DISTORTION, LOSS OR FORGERY OF DATA, ETC DUE TO ACT OF ANY THIRD PARTY, FAILURE OF ANY SOFTWARE AND/OR HARDWARE OR TELECOMMUNICATION SERVICE PROVIDER(S) USED BY US OR ANY OTHER ACT BEYOND OUR REASONABLE CONTROL.

YOU SHALL BE LIABLE FOR ANY CONSEQUENCES WHATSOEVER RESULTING FROM ANYTHING TRANSMITTED OR CAUSED TO BE TRANSMITTED BY YOU, TO OR THROUGH THE APPLICATION.

Limitation of Liability

To the maximum extent permitted by applicable laws, under no circumstance shall XPRIVATE CHAT, its directors, employees or agents be liable to You or any third person for personal injury, or any special, incidental, indirect, punitive or consequential damages whatsoever. This is including, but not limited to, damages for loss of profits or revenues, goodwill, failure to transmit or receive any data, loss of confidential information, business interruption, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data), for any cause of action, including contract, tort (including negligence) or otherwise and any other loss whatsoever arising out of or in any way arising from or related to the use of Application, or following a failure, suspension or withdrawal of all or part of the Application at any time, any third party content, software or functions used in connection with the Application even if XPRIVATE CHAT or any or all of its agents have been advised of the possibility of such damages.

Terms of Service

Indemnification

You agree to indemnify, defend and hold harmless XPRIVATE CHAT, its subsidiaries, affiliates and agents and each of their respective officers, directors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of:

- (i) Your access to or use of the Application, Site and related services;
- (ii) any breach by You of Your obligations under this Agreement;
- (iii) Your violation of the rights of a third party, including but not limited to infringement of any intellectual property, proprietary right or trade secret of any person or entity, or of any privacy or consumer protection right that is implicated herein;
- (iv) Any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation;
- (v) Your negligence or willful misconduct. These obligations will survive termination of this Agreement.

Force Majeure

XPRIVATE CHAT shall not be liable to You for any eventuality caused directly or indirectly by any act of God, wars (declared or undeclared), insurrections, acts of terrorism, acts of Governments or boycotts, lockouts and other civil unrest, or any act of similar nature beyond XPRIVATE CHAT's reasonable control.

Amendments to this Agreement

We may in our sole discretion amend this Agreement from time to time without any prior notice. This may include adding new or different terms to, or removing terms from, this Agreement. Such change shall be notified on the website Should this read video?

Your use of the Application after such notice of any change shall be deemed to be an acceptance to the amended Agreement.

Termination

This Agreement commences on the date You accept the Terms of this Agreement. XPRIVATE CHAT may terminate or suspend use of the Application or the Site at any time in its discretion, without notice to You. Upon any termination for any reason, XPRIVATE CHAT shall have no liability to You and no further obligations under this Agreement.

Immediately upon termination, (a) the rights granted to You herein shall terminate; (b) You must cease all use of the Application and related services;

Additionally, Your rights under this Agreement will terminate automatically if You fail to comply with any term(s) of this Agreement including misuse of the Application or the Site.

All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

Entire Agreement

You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement read with the terms of the Privacy Policy is the complete and exclusive statement of the Agreement between XPRIVATE CHAT and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between XPRIVATE CHAT and You relating to the subject matter of this Agreement.

Terms of Service

Severability

If one or more provisions of this Agreement are held to be unenforceable under Applicable Law(s), the remainder of this Agreement shall be valid and enforceable.

Assignment

This Agreement may be assigned by XPRIVATE CHAT to its successors and assigns including if there is any re-organization of XPRIVATE CHAT.

Governing Law

This Agreement shall be governed by the laws United Kingdom You irrevocably consent to the exclusive jurisdiction of courts in United Kingdom for all disputes arising out of or relating to this Agreement.





X Private Chat

XPrivate Chat Limited



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