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Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on **XXXX-Date** Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions

- "Application" means the software program provided by the Company downloaded by the User on any electronic device, named XXXX-APP-Name
- "Application Store" means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- "Account" means a unique account created for the user to access our Service or parts of our Service.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to XXXX-Company-Name
- "Country" refers to XXXX-Company-Registered-Country.
- "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by the user, regardless of the form of that content.
- "Device" means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- "Feedback" means feedback, innovations or suggestions sent by the user regarding the attributes, performance or features of our Service.
- "Service" refers to the Website or OTT/ Mobile Application or both.
- "**Terms and Conditions**" (also referred as "**Terms**") mean these Terms and Conditions that form the entire agreement between the user and the Company regarding the use of the Service.
- "Third-party Social Media Service" means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

- "Website" refers to XXXX-Website-Name, accessible from XXXX-Website-URL
- "User" means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between user and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

User's access to and use of the Service is conditioned on user acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service User agrees to be bound by these Terms and Conditions. If user disagrees with any part of these Terms and Conditions then user may not access the Service.

User represents that the person is over the age of 18. The Company does not permit those under 18 to use the Service.

The access to and use of the Service is also conditioned on user acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes the policies and procedures on the collection, use and disclosure of user's personal information when user uses the Application or the Website and tells user about user's privacy rights and how the law protects the user. <u>Please read Our Privacy Policy carefully before using Our Service</u>.

User Accounts

When the user creates an account with Us, user must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of user's account on Our Service.

User is responsible for safeguarding the password that that the person uses to access the Service and for any activities or actions under user's password, whether the password is with Our Service or a Third-Party Social Media Service.

User agrees not to disclose the password to any third party. User must notify Us immediately upon becoming aware of any breach of security or unauthorized use of user's account.

User may not use username as a name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than

the user without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. `

Content

User's Right to Post Content

Our Service allows user to post Content. User will be responsible for the Content that user posts to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, user grants Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. User retains any and all of user's rights to any Content submitted, post or display on or through the Service and user is responsible for protecting those rights. User agrees that this license includes the right for Us to make user's contents available to other users of the Service, who may also use user's Content subject to these Terms.

User represents and warrants that:

- (i) The Content belongs to user's (User owns it) or user has the right to use it and grant Us the rights and license as provided in these Terms.
- (ii) The posting of user's content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions R LEGAL INTELLIGENTSIA

The Company is not responsible for the content of the Service's users. User expressly understands and agrees that the user are solely responsible for the Content and for all activity that occurs under User's account, whether done so by the user or any third person using his/her account.

User may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if User posts such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, User agrees to use the Service at own risk. User understands that by using the Service User may be exposed to content that User may find offensive, indecent, incorrect or objectionable, and User agrees that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of User's use of any content.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But User acknowledges that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

User agrees to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is company's policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If User is a copyright owner, or authorized on behalf of one, and User believes that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, User must submit his/her notice in writing to the attention of our copyright agent via email (**XXXX-Copyright-SPOC-EMailID**) and include in his/her notice a detailed description of the alleged infringement.

User may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing user's copyright.

Intellectual Property

The Service and its original content (excluding Content provided by the User or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Feedback to Us

User assigns all rights, title and interest in any Feedback provided to the Company. If for any reason such assignment is ineffective, User agrees to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. User further acknowledges and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise User to read the terms and conditions and privacy policies of any third-party web sites or services that User visits.

Termination

We may terminate or suspend User's Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if User breaches these Terms and Conditions.

Upon termination, User's right to use the Service will cease immediately. If User wishes to terminate the Account, User may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that User might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and User's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by the User through the Service or **XXXX-Indemnity-Price INR** if the User has not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to the User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without

limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet User's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to User. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Land, excluding its conflicts of law rules, shall govern this Terms and the use of the Service. User's use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If the User has any concern or dispute about the Service, User agrees to first try to resolve the dispute informally by contacting the Company.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require

such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at company's sole discretion, to modify or replace these Terms at any time. If a revision is material the company will make reasonable efforts to provide at least XXXX-**Notice-Day-Number** days' notice prior to any new terms taking effect. What constitutes a material change will be determined at company's sole discretion.

By continuing to access or use the Service after those revisions become effective, User agrees to be bound by the revised terms. If User does not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If the User has any questions about these Terms and Conditions, User can contact us:

- By visiting this page on our website: **XXXX-Website-Contact-Page**
- By sending us an email: XXXX-Website-CustomerCare-EMail

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