

# Terms and Privacy Policy

## TERMS OF USE

Please read the following terms of use (“Terms of Use” or “Terms”) of the application, Maya (“Application”).

For the purpose of these Terms of Use, wherever the context so requires “You” or “User” shall mean any natural or legal person who has agreed to become a registered User on the Application by providing registration data while registering on the Application. The term “We”, “Us”, “Our” shall mean Plackal Techno Systems Private Limited (“Maya” or the “Company”, which expression shall, wherever the context permits, admits or requires, be deemed to mean and include its successors in interest and permitted assigns). The Application is owned and operated by the Company. Please read the Terms carefully before logging in, or using in any manner whatsoever the Application.

You will be bound by the Terms of Use set forth herein and the Privacy Policy available here <http://plackal.in/terms-and-privacy-policy/>. These Terms of Use and the Privacy Policy constitute a valid and legally binding agreement between You and Us, Plackal Techno Systems Private Limited. By logging in, or using the Application, You agree to be bound by these Terms, the Privacy Policy including any additional guidelines and future modifications. If You find any of these Terms or any provisions of the Privacy Policy unacceptable, do not tender Your acceptance to use the Application or any of its features. You acknowledge that the Company is providing You with a revocable, limited, non-exclusive, and non-transferable license to use the features of the Application.

This document is an electronic record in terms of the Information Technology Act, 2000 (“IT Act”), the rules thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

When You use the Application You will be subject to these Terms of Use. We may update these Terms of Use from time to time and will notify You as and when We do so. Please ensure You read our Terms of Use and any updated version when You use the Application.

Company and You may be individually referred to as a “Party” and collectively as “Parties”, as the context may require.

### 1.0 Acceptance of Terms

1.1 These Terms set forth a legally binding contract between You and Us. By using the Application, You agree to be bound by these Terms. Even if You only visit this Application or review any of the services offered by Us, You will be bound by these Terms. If You do not accept these Terms You must not use the Application.

1.2 To accept these Terms, You must be at least 18 (eighteen) years of age or such other older legal age as is required in Your jurisdiction to form a legally binding contract in Your jurisdiction. In the event that You are below 18 (eighteen) years of age or such other older legal age as is required in Your jurisdiction to form a legally binding contract, please ensure that Your guardian accepts these Terms and has read and understood the provisions of the Privacy Policy on Your behalf.

1.3 In consideration of Your use of the Application, You represent that You are of legal age to form a binding contract and are not a person barred from receiving services under any law in force in India or other applicable jurisdiction. You also agree to:

provide true, accurate, current and complete information about Yourself as prompted on the Application;  
maintain and promptly update Your data to keep it true, accurate, current and complete.

1.4 If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your account and refuse any and all current or future use of the Application (or any portion thereof) at any time.

1.5 You may access the Application as available for Your personal use.

1.6 You will be required to enter a valid phone number while registering on the Application. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in case of any subscription/service updates.

## 2.0 Services

2.1 To avail any services offered by the Company, You will have to register with the Application to create Your account. You may then update the Application with personal information relating to You.

2.2 The Company offers You a technology platform via the Application which facilitates You to update Your information to help You track Your period cycles ("**Cycles**"), flow duration and also help predict Your next Cycle contingent to the information update by You.

2.3 The Company does not guarantee the consistency or the stability of the Application. Further, any services provided by the Company may be subject to change at the discretion of the Company, and the Company does not require Your permission for the same.

2.7 The Application also automatically syncs the data entered by You to Your registered e-mail address.

2.8 The Application allows You to password protect it, in the event that You wish to do so.

## 3.0 Premium Services

3.1 You may use our premium services by paying an amount as specified in the Application to avail exclusive premium services. These premium services may be different for each user of the Application.

3.2 Any payments made to the Company in respect of premium services are non-refundable and there are no refunds or credits for partially used periods.

3.3 The Company may at its discretion revise the amount payable in respect of premium services, and any services that may be applicable to premium Users. The Company also does not guarantee that the exclusive services will remain exclusive only to a premium User, these services may also be provided to users who have not paid the requisite fee to upgrade their services to premium.

## 4.0 Health Disclaimer

4.1 Any information provided to You through this Application, including, but not limited to, any predictions, and/or advice should not be treated as medical advice, diagnosis or treatment. We suggest You consult a qualified Doctor for any queries or clarifications about Your Cycles or health in general.

4.2 The Company shall not be held responsible for any reason whatsoever, if You use this website Application as a method of contraception or conception. The purpose of this Application is to keep track of Your Cycles according to the dates entered by You.

4.3 PLEASE NOTE, THE COMPANY, ITS OFFICERS, AND EMPLOYEES ARE NOT QUALIFIED TO GIVE MEDICAL ADVICE OR PROGNOSIS AND WE DO NOT GIVE ANY SUCH MEDICAL ADVICE. PLEASE CONSULT YOUR DOCTOR FOR ANY PROBLEMS.

4.4 You expressly waive and release any claim that You may have against the Company or its directors, employees, agents, contractors, affiliates and representatives at any time for any health concerns issues of any kind that You may experience as a result of Your use of the Application.

4.5 The Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Application. Reliance on any information provided by the Company, employees, others appearing on the Application is solely at your own risk. The Application and any content on it is provided on an "**AS IS**" basis.

## 5.0 User Account, Password and Security

5.1 If You download the Application, You may be required to choose a password, passcode, and nick name. You are responsible for maintaining the confidentiality of Your password, passcode and account information, and are fully responsible for all activities that occur under Your password, passcode or account. If there is any compromise on Your password and/or Your passcode You can change Your password and or passcode using the 'forgot password' and/or 'forgot passcode' functionality.

## 6.0 Prohibited Conduct

6.1 You agree that You shall not use the Application in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material:

in violation of any applicable law or regulation;

in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others;

that belongs to another person and to which the user does not have any right to;

that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever;

harm minors in any way;

deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature;

impersonate another person or entity;

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Company's computer systems or site or the Company's users, customer's computer systems or site;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.

6.2 If You become aware of misuse of the Application by any person, please contact email@plackal.in

## 7.0 Termination or Suspension of Account

7.1 You agree that the Company may at any time and for any reason, terminate Your access to the Application, or restrict or suspend Your access to all or any part of the Application at any time, for any or no reason, with or without prior notice, and without liability. If there is a suspicion of untoward or illegal activity, we may suspend Your account immediately.

## 8.0 Preservation/Disclosure

8.1 You acknowledge, consent and agree that the Company may access, preserve and disclose Your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

comply with legal process nationally or internationally;

enforce this Agreement;

respond to claims that any Content violates the rights of third parties;

protect the rights, property or personal safety of the Company, its users and the public; or

pursuant to the terms of the Privacy Policy (<http://plackal.in/terms-and-privacy-policy/>).

we may use Your information to reach You for marketing or promotional purposes through any channel.

## 9.0 Security Components

9.1 You understand that the Application and software embodied within the Application may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by the Company. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Application.

## 10.0 Proprietary Rights

10.1 All materials on the Application, including, without limitation, names, logos, trademarks, images, text, columns, graphics, graphs, illustrations, artwork, software and other elements (collectively, "**Material**") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by the Company. You acknowledge and agree that all Material on the Application is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in the Application, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the Company's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize the Application or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

## 11.0 Maya and Links to Third Parties

11.1 Our Application may contain links to other apps or websites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their applications or websites. The Company does not assume any responsibility or liability for the actions, product, and content of any such applications or websites. Before You access or visit any third party applications or websites, You should review the applicable terms of use and prevailing policies for such applications or websites. If You decide to access any such third party platform, You do so at Your own risk.

## 12.0 International Use

12.1 Due to the global nature of the Internet, You agree to comply with all applicable local (Indian) laws and regulation rules regarding use of the Application. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which You reside.

## 13.0 Trademark, Copyright and Restriction

13.1 The Application is proprietary software developed and made available exclusively by the Company. The Company is the sole owner of the Application, and all software created to make the Application available to You. The Company provides You with a single limited license to download, use and access the Application on Your mobile telephone devices for the limited purpose of using the services. The license is specifically personal, non-transferable, and non-exclusive. All content on the Application, which is including, but not limited to, designs, text, graphics, graphs, images, information, logos, button icons, software, audio files and any other content ("**Content**") are the exclusive and sole property of the Company.

13.2 All icons and logos are trademarks of and proprietary to the Company. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

13.3 All Content is the exclusive copyright of the Company or its licensors, except the Third Party Content and link to third party apps or websites. Systematic retrieval of the Company's Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from the Company is prohibited. In addition, use of the Content for any purpose not expressly permitted by the Company in these Terms is prohibited and may invite legal action.

13.4 All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on the Application is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the Company, modification of the Content, use of the Content on any other website, Application or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is commercial use for the purposes of these Terms.

13.5 The Company respects the intellectual property of others. In case You feel that Your trademark or copyright has been infringed, You can write to us at email@plackal.in.

#### 14.0 Terms and Termination

14.1 These Terms of Use shall remain in full force and effect for so long as You use the Application. You may delete Your account at any time, for any reason, by following the instructions on the Application. The Company however does not offer any refunds.

14.2 The Company reserves the right to terminate the services or the Application without prior notice. Your account or Your access to the Application maybe terminated immediately, with or without notice to You, and without liability to You, if the Company believes that You have breached any of these Terms, the Privacy Policy, or any false or misleading information, or interfered with use of the Application by others.

14.3 The Company reserves the right to cancel delete or deactivate Your Account, if it believes the same has been compromised, or is being used fraudulently, at its own discretion.

#### 15.0 Disclaimer of Warranties and Liability

15.1 All Material on this Application, (including but not limited to software) and services, included on or otherwise made available to You through this Application are provided on “**AS IS**” and “**AS AVAILABLE**” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, the Company does not warrant that:

The Application will be constantly available, or available at all; or

The information on the Application is complete, true, accurate or non-

15.2 The Company will not be liable to You in any way or in relation to the Material, or use of, or otherwise in connection with the Application. The Company does not warrant that the Application, information, content, materials, product (including software) or services included on or otherwise made available to You through the Application are free of viruses or other harmful components.

15.3 Nothing on the Application constitutes, or is meant to constitute, advice of any kind.

15.4 SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL THE COMPANY OR ITS EMPLOYEES', OR ITS AGENTS', PARTNERS, AND CONTRACTORS', AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AFORESAID SERVICES SHALL EXCEED THE PAYMENTS ACTUALLY RECEIVED AND RETAINED BY THE COMPANY FROM YOU, FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

#### 16.0 Exclusions and Limitations

16.1 Those who access or use the Application from other jurisdictions do so at their own volition and are responsible for compliance with the local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to You; all other provisions of these Terms remain in full force and effect.

## 17.0 Indemnity

17.1 You agree to defend, indemnify and hold harmless the Company, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from:

Your use of and access to the Application;

Your violation of any Terms and the Privacy Policy contained herein;

Your violation of any third party right, including without limitation any copyright, property, or privacy right.

## 17.0 Additional Terms

18.1 We may also require You to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Application, to obtain certain premium Content through the Application, or for other reasons. These additional terms are part of this Agreement, and You agree to comply with them when You participate in those promotions, or otherwise engage in activities governed by such additional terms.

18.2 We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the service or any of the Application (or any portion thereof) with or without notice. You agree that we will not be liable to You or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Application.

18.3 This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

18.4 This Agreement together with the Privacy Policy and any other legal notices published by the Company on the Application, shall constitute the entire agreement between You and the Company concerning the Application and governs Your use of the Application, superseding any prior agreements between You and the Company with respect to the Application.

18.5 The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavour to give effect to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

18.6 These Terms are governed by the laws of India. Any matters arising under these terms shall be subject to the exclusive jurisdiction of courts located in Bangalore.

## 19.0 Grievance Officer

19.1 In case of any grievance arising from the use of the App, please contact the Grievance Officer, the details of which are set forth below:

Grievance Officer: **Name:** John Paul **Contact:** email@plackal.in