

Terms and conditions of service

We/ CALLMATEZ, are an internet based mobile phone application by we CALLMATEZ Private Limited, and this document uses the words “we” and “CALLMATEZ” interchangeably, and “you” and “users” interchangeably. The expression “we” covers both CALLMATEZ and CALLMATEZ Private Limited, as and when the context allows.

How we work:

CALLMATEZ allows you to access certain features or content in exchange for a recurring fee, as applicable (viz, recharge fee) Your transactions and any other use of the ‘**Membership Services**’ i.e. services you avail, post enrolling with CALLMATEZ’s internet run mobile application, are subject to these

“Terms of Service”.

- You undertake and understand that these terms apply to you, the moment you ‘download’ the “CALLMATEZ App”, available on the concerned application store of your phone, or downloaded/used/procured by any other medium.
- You further understand and undertake that these Terms of Service are to be read along with our Privacy Policy, and each of these documents is incorporated in each other by reference.
- These terms are legally binding and the application is governed by the laws of India, and falls within the New Delhi jurisdiction.

Should you, the “user” choose to proceed with our mobile application, and enjoy its features and services, beyond this point, it would be held and assumed that you or any party acting under or related to you, have agreed to each and every foregoing term of usage, condition, and liability, and that these terms bind you and CALLMATEZ with the force of law, and that this document is to be read and applied as a whole.

We as a mobile-based application, bring two parties together i.e. you, our cherished users, and our “executives”, who are per the information declared to us by them, by themselves own self and as per the records made available to us, maybe equipped to discuss with you, the information you choose to share with them on an anonymous basis i.e. your identity remains anonymous, and “executives” is not anonymous, However, executives have the choice to decide the name and details in the app of them.

We declare, and you understand that:

We refer to these individuals who help you discuss any issue which you may want to discuss as “executives”, for the sake of terminology. Though to the limited extent possible, we verify all such “executives” associated with us, we do not conduct verification of each and every assertion made by the executives and our vetting process is basic due diligence.

We cannot, at any point in time, be held to be responsible, if any information declared by any executive may prove to not be an accurate depiction of his or her portrayal, accomplishment, experience, or circumstance.

You understand that these “executives” we curate to adhere to your optimum customer expectation, are not our employees or under our employment in any way, and are individuals associated with us for the limited purpose of helping you discuss your problems, concerns, issues, inhibitions, or general feelings and thoughts, in an associated role (experience sharing interaction) and each of these individuals/ executives are liable for their own conduct, behavior, disclosures, revelations, advice or suggestion. You undertake to proceed only with the declared understanding that we are not certified to give or prescribe medical or psychological care of assistance to any user, and are only a platform that enables you to discuss your problems, concerns, issues, inhibitions, or general feelings and thoughts, with our ‘executives’ who, as per their disclosures, have been similarly placed in the past are may now be in a position to lend you an ear, support you by discussing your concerns and/ or suggest you alternatives to tackle your situation, in a non-professional way, without being liable for these discussions. We, CALLMATEZ , actively encourage you to seek professional assistance through government agencies like hospitals, police, fire department, etc., should you be at any medical, psychological, or physical risk, and need help.

You further understand that we as an application, have designed our interface to keep you anonymous, and still put you in touch with people who, as per them, are experienced on the issue and may be equipped to discuss your issues. (Please refer to our privacy policy).

You are further encouraged and recommended not to disclose any information to or with the ‘executives’, or anywhere in the application (we don’t ask you your personal detail, except circumstances described in our privacy policy). Executives too are instructed to not ask any such information that may be personal to you, and you are recommended not to share any such information that may be sensitive, even upon any executive’s ask, and report to us, via mail, any such executive, who may have asked you, despite your protest and denial, any information that may be sensitive to you or that you may not have wanted to share. We take this very seriously and do not associate ourselves with individuals who cross the threshold of modesty and the rules of our application.

If on the basis of what you choose to share, or choose to ask the executive, (which we recommend, to keep non-specific, so that your identity remains untraceable), if any issue arises, disputes are created, or a situation is created by your or the executive's action or conduct, which may not be in the best of the interests of either of the parties, please do report such incident to us, however, we cannot be responsible or held liable, even vicariously, for any such circumstance, incident, event, dispute, conflict. You or anyone acting on your behalf, undertake to keep us indemnified at all times, from all such circumstance, incident, event, dispute, conflict, that may arise on the basis of the conversation or disclosure or any involvement, which you may get into, with the individual executives . We encourage you to not track or form an association of any nature with the executives , for your anonymity.

You undertake to be solely responsible for your actions, decisions or conduct, while using the application, or in any circumstance which relates to, or finds its genesis with reference to CALLMATEZ . We are not responsible for, and cannot be held responsible for any of your actions or conduct, which are

illegal, self-destructive, or otherwise, anti-social and against the public policy of India. In these circumstances, we expressly distance ourselves from any association with any party as we are only a platform for individuals to interact and discuss, and cannot be held responsible for any unpleasant or unfortunate incident, death by suicide, depression, or any similar incident. We are in the business of giving you an anonymous platform to discuss your issues and have no control or limit over the conduct of either of the parties who are all responsible for themselves, and their conduct is not curated for the sake of your own privacy.

CALLMATEZ declares that the interaction between the real-time users and the executives , is not a professional contract, and does not tender any professional advice.

CALLMATEZ provides no indemnity towards any loss or damage caused to any party be it of any kind.

CALLMATEZ holds fully qualified consent from both parties for their interaction with each other.

Changes or Discontinuation of Member Services. CALLMATEZ reserves the right to change the availability of Member Services. In addition, we reserve the right to modify, suspend, or discontinue any Member Service with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension, or termination.

Removal or Unavailability of Content. In certain cases, the content available within a Member Service may become unavailable due to restrictions from our licensors or other legal or policy reasons. CALLMATEZ will have no liability to you for any such unavailability.

Changes to the Membership Terms of Service. We may change these Membership Terms of Service from time to time so we encourage you to periodically review the most up-to-date version. If you refuse to accept the updated Membership Terms of Service then CALLMATEZ reserves its right to discontinue your use of the Membership Services.

Communications. By using the Member Services, you consent to receive communications from us including marketing communications such as newsletters about CALLMATEZ features and content, special offers, promotional announcements, and customer surveys, to your registered email address or via other methods.

ANTI-HACKING PROVISION

You expressly agree not to use this portal in any manner or for any purpose that is prohibited by this membership contract. In addition, you expressly agree not to:

- (1) use the portal for any purpose that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation;
- (2) use or attempt to use any “deep-link,” “scraper,” “robot,” “bot,” “spider,” “data mining,” “computer code” or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the

portal or any data or content found on or accessed through the portal without our prior express written consent;

(3) obtain or attempt to obtain through any means any materials or information on the portal that has not been intentionally made publicly available.

(4) in any way bypass or circumvent any other measure employed to limit or prevent access to the application or its content;

(5) violate the security of the application or attempt to gain unauthorized access to the application, data, materials, information, computer systems or networks connected to any server associated with us, through hacking, password mining, or any other means;

(6) interfere or attempt to interfere with the proper working of the mobile application or any activities conducted on or through the application, including accessing any data, content, or other information prior to the time that it is intended to be available to the public on the application;

(7) recording of any conversation or chatting shall also amount to hacking and infringement of the Membership Policy.

Note of Caution. CALLMATEZ shall not be responsible for any Force Majeure or Act of God or local authority's direction and the services shall be accordingly suspended till further direction. CALLMATEZ shall not be liable at all under any circumstances, whatsoever.

CALLMATEZ does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Membership Services that you register for (except during a free trial period, if any).

For international users specifically, CALLMATEZ will charge your credit card or any other form of payment for the price listed on the relevant Member Services offer, along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations.

Other Terms.

You acknowledge and agree that certain content available in the Member Services may be considered offensive to some people and that such content may not be labeled as such. Additionally, certain descriptions of Membership Services or content available in the Membership Services are not guaranteed to be accurate. You agree to use the Membership Services at your own risk and, subject to applicable laws, CALLMATEZ will have no liability to you for any content that you find offensive.

You acknowledge and agree that CALLMATEZ should not be held liable for any act or conduct of either party that originates from the discussion that takes place between the real-time user and Executive . Furthermore, even the Executive can not be held liable for any wrongful act of the user, and the discussion shall not be taken as instigation to commit any illegal activity either from the Executive or us.

Members can reach us by mail/post at: AFSARA MUPPATTU KUNNUMMAL [HO]Eakarool [P.O]
Kozhikode, Kerala, India 673574

Or by email at: callmatezapp@gmail.com

If you have questions or feedback about Membership Services, please send it to the email address above.

You agree that you are solely responsible for (and that CALLMATEZ has no responsibility to you for) your use of any Membership Service, any breach of your obligations under the Membership Terms of Service, and for the consequences (including loss or damage of any kind which CALLMATEZ may suffer) of any such breach.

You acknowledge and agree that you are responsible for paying all fees in a timely manner and for providing us with a valid credit card, payment information, or another form of payment acceptable to CALLMATEZ .

You acknowledge that your online acceptance of these or any other terms constitute a binding agreement between you and CALLMATEZ and signify your intent to be bound to such online acceptances. Subject to applicable laws, in no event will CALLMATEZ liable for any causes of action brought by you or any agent of yours arising from or related to the services that exceed the payments actually received and retained by CALLMATEZ from you for the 5member services.