

TERMS OF USE

This Terms of Use ("**Terms of Use**") lays out the terms and conditions, as maybe amended and supplemented, from time to time which shall govern the access and use of the Mobile Application Software titled 'NUMZY' ("**App**"), the website at banzan.co, (collectively, the "**Platform**") and the Services provided to registrants/end-user ("**Visitor**") through the App and the Platform as the case may be.

Please read the Terms of Use carefully before using or registering on the App or accessing any Services (*as defined below*) through the Platform. By using the Platform or the Services, you hereby signify your absolute and unconditional acceptance to the Terms of Use and your agreement to be legally bound by the same. You may not use the Services if you do not accept the Terms of Use.

ACCEPTANCE OF TERMS AND MODIFICATION THEREOF

1. This Terms of Use is an agreement ("**Agreement**") between the Visitor and BANZAN Ventures Private Limited ("the **Company**"), with regard to, (i) the access and use of the Platform, including the App for playing game(s) ("**Services**") hosted by the Company on its App, and the (ii) account opened by the Visitor on the App to use the Services provided by the Company ("**Account**"). The Visitor shall be permitted to access the Services only upon creating the Account.
2. The access of the Platform, usage of the Services in any manner or mere browsing of the Platform by the Visitor constitutes an acknowledgement and acceptance in full by the Visitor of this Terms of Use without any modification and/or exception. If the Visitor does not agree with any part of this Terms of Use in any manner, the Visitor must not access the Platform or the Services. By affirming the assent of the Visitor to this Terms of Use, the Visitor provides his consent to the collection, use, storage, processing and disclosure of his information as set out in this Terms of Use.
3. The Company reserves the right to change the Terms of Use and any of the terms of the Service without any notice or intimation of such change to the Visitor. The Visitor shall be responsible for regularly reviewing the Terms of Use. Changes to these Terms of Use will be effective when posted on the App or the Platform and the Visitor agrees to review these Terms of Use periodically to become aware of any changes.
4. The Visitor's use of certain features, functionality or programs (including, without limitation, contests, sweepstakes, promotions, wireless marketing opportunities, RSS feeds, etc.) offered on or through the App may be subject to additional Terms of Use, and before the Visitor uses any such features, functionality or other programs he would be deemed to have accepted such additional rules.
5. The Company reserves the right, in its sole discretion, to terminate the access of the Visitor to the App or any portion thereof at any time, without any prior notice.
6. The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Terms of Use or the right to use the App by the Visitor as contained herein.

7. The Terms of Use herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to these Terms of Use as a whole.

REGISTRATION AND USAGE PROCESS FOR VISITOR

1. Through the App, individual games of different types will be announced from time to time. The Visitor may join the game anytime as per availability. The time period for any game will be as announced through the App. The Visitor is not required to purchase or pay to participate in the game. However, the Company shall be entitled to set and charge a usage fee, in connection with the Visitor's use of the Services and from time to time amend or vary its transaction fee for the Services.
2. The Visitor agrees and undertakes at all times to be responsible for maintaining the confidentiality of the Account created for the Services and shall be fully responsible for all activities that occur by use of the Account. Further, the Visitor agrees not to use any other party's Account for any purpose whatsoever without proper authorization from the relevant party. The Visitor is responsible for the security of all transactions undertaken on his Account. The Company will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of the Visitor's Account.
3. The Visitor also agrees and undertakes to immediately notify the Company of any unauthorized use of the Visitor's Account or user ID as the case maybe. The Company shall not be responsible for any, direct or indirect, loss or damage arising out of the Visitor's failure to comply with this requirement.
4. To use the Services of the App, the Visitor also agrees to:
 1. download and open the App on his device;
 2. sign up for an Account or if the Visitor already has an Account, to log into his existing Account. The Visitor may also register to participate in the game via other methods the Company makes available to him;
 3. click on play or select another method provided by the Company, enabling the Visitor to enter a game ("**Play**");
 4. receive a notification on his device when the game begins;
 5. provide true, accurate and complete information about himself ("**Registered Data**") on the App;
 6. maintain and promptly update the Registered Data to keep it true, accurate, current and complete. If the Visitor provides any information that is untrue, inaccurate, not current or incomplete or the Company has reasonable grounds to suspect that the Registered Data or any part thereof is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate the Visitor's Account and refuse any and all current or future use of the Platform and/or any of the Services of the Company;

7. The Visitor also accepts that the game will be void where prohibited or restricted by Applicable Laws (*defined below*) or where bonding, registration, or other requirements would be required but have not been met;
8. The Visitor also accepts that the Company expressly reserves the right to disqualify any entry that it believes are not in good faith, or are generated by an automated means or scripts, or otherwise violating these Terms of Use or the spirit of the game. Entries generated by script, macro or other automated means or otherwise violating these Terms of Use or the spirit of the game are void. Notwithstanding the provisions contained in this Clause 2.4.8, the Company, shall be entitled to, at its sole discretion (including for reasons of software issues, network issues, technical glitches, etc.,) to nullify a game at any time after the game has started and / or any Prizes owed to the Visitor after it has become due.

3. ACCOUNT

Subject to the other provisions of this Terms of Use, the Visitor is not required to purchase or pay anything to enter or win the game. Acceptance of the application for an Account will be displayed on the App. The Company reserves the right to decline the Visitor's application for an account or to revoke the same at any stage at the Company's sole and absolute discretion and without assigning any reason or giving any notice thereto.

4. PRIZE

1. Some games on this platform may have a winner/few winners who will receive a prize ***in cash or in form of coins*** that can be redeemed as per terms laid down by the Company in this regard, which will be determined by the Company in its sole discretion and indicated in connection with a particular game (the "**Prize**").
2. The value of a Prize will be as determined and communicated by the Company.
3. When applicable, to receive a Prize, the winner (and, if the winner is a minor, his parents or legal guardians) may be required to:
 1. furnish proof of identity, address and birth date;
 2. furnish copy of the pan card or the pan card details (in case the Prize exceeds Rs. 10,000 (ten thousand); and
 3. compulsorily link his Paytm Account or any other account which the Visitor may be required to maintain with any other specified third-party payment service providers (as notified by the Company to the Visitor from time to time), to the App to receive his Prize ("**Cash- Out**").
4. **In case of CASH prizes**, if the Visitor wins any Prize in a game, the Company shall initiate the payment of such Prize to the Visitor at its sole discretion and at a time and date decided by the Company via Paytm, a third-party payment service provider ("**Paytm**") or any other payment service provider that the Company may have. The Cash – Out shall be subject to the Terms of Use and Privacy Policies of Paytm, located at <https://www.paytm.com> or any other third-party payment channel. However, the Company shall have the right to forfeit the Cash – Out if the Prize is not claimed by the Visitor within a period of 90 (ninety) days from the announcement of the Prize.

5. It shall be the Company's discretion on deciding when to give the Cash-Out to the Visitor and the Visitor shall not have any right to decide the time or day for receiving or claiming the Cash – Out.
6. The game shall be conducted under the supervision of the Company. The decisions of the Company are final and binding in all matters relating to the game and the Prize. Each winner will be notified via the App or by email or SMS, provided, however, that the Company reserves the right to determine an alternate method of notification.
7. In no event shall the Company be obligated to award any Prizes other than the Prize specified in these Terms of Use.
8. The Company does not guarantee that the Prize shall be made available to the winner. The Prize is not assignable and not transferable and no substitutions are permitted, except by the Company in its sole discretion.
9. In addition, if the Prize is unable to be provided to the winner due to Applicable Law or if the winner cannot claim the Prize for any reason, then the Company reserves the right to not award the Prize at all.
10. The Visitor acknowledges that certain jurisdiction have laws regarding contests that may prevent the Company from awarding the Visitor his Prize. By entering this contest, the Visitor (and, if he is a minor, his parents or legal guardians), understands and accepts the risk that the Visitor may win but not be able to receive a Prize.

5. STATEMENTS

1. The Visitor will be notified of all his winnings on the App and all the activity on his Account will be notified by way of push notification, email, or SMS.

6. LIMITED VISITOR

1. Each Visitor who accesses the Services, represents that he is an Indian resident or a person resident in India as per the Applicable Laws.
2. The Visitor agrees and undertakes not to sell, trade, resell or exploit for any commercial purposes, any portion of the Services. The Visitor further agrees and undertakes not to copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell any information, software, products, Services or intellectual property obtained from the App or the Platform in any manner whatsoever.
3. The Visitor represents that he shall not use the App or its Services for any illegal purposes as per the Applicable Laws.

7. DISCLAIMER OF WARRANTIES

1. The Company has endeavored to ensure that all the information provided by it on the App and the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information displayed on the App or the Platform. The Company makes no warranty, express or implied, concerning the Platform and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of information displayed and communicated through or on the Platform, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any Visitor or any other person, arising out of or from the use of any such information as is displayed or communicated through or on the Platform.
2. The Company shall have the right to endorse brands (through advertisements or otherwise) on the Platform and shall also have the right to conduct a game on the Platform which may be sponsored by any such brand ("**Sponsor**") that the Company may associate with. The Visitors are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.
3. By playing a game sponsored by a Sponsor the Visitor agrees that any information provided by the Visitor or collected by the Sponsor in connection with the game may be used by the Sponsor in accordance with their terms of use.
4. Unless prohibited by Applicable Law, the acceptance of a Visitor to play the game constitutes the Visitor's permission to use his name, submissions, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner that the Company or the Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions and constitutes the Visitor's consent to disclose his personally identifiable information to third parties. Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, the Visitor's acceptance of a Prize constitutes his authorization to:
 1. have Sponsor (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audio visually record the Visitor;
 2. have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or limitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and
 3. have relinquished any right that the Visitor may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
5. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the

Services; (b) unauthorized access to or alteration of the Visitor's transmissions or data; (c) any other matter relating to the Services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with availing of the Services.

6. The Company shall not be responsible for the delay or inability to use the Services on the App, the provision of or failure to provide the Services, or for any information, software, products, Services and related graphics obtained from the Company through the App, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the App during periodic maintenance operations or any unplanned suspension of access to the App that may occur due to technical reasons or for any other reason whatsoever. The Visitor understands and agrees that any material and/or data downloaded or otherwise obtained from the Company through the Platform is done entirely at his discretion and risk and he will be solely responsible for any damage to his equipment including a phone, internet access, etc., or any other loss that results from such material and/or data.

7. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by Applicable Law.

8. LINKS TO OTHER SITES

1. The App may contain links to other websites or may contain features of any nature of other websites on the App ("**Allied Sites**"). The Allied Sites are not under the control of the Company and the Company is not responsible for the contents of any Allied Site, including without limitation any link or advertisement contained in the Allied Site, or any changes or updates to the Allied Site.
2. The Company is not responsible for any errors, inclusions, omissions or representations on any Allied Site, or on any link contained in the Allied Site. The Company does not endorse any advertiser on any Allied Site or on any link contained in the Allied Site, in any manner. The Visitor is requested to verify the accuracy of all information on his own before undertaking any reliance on such information.

9. VISITOR'S OBLIGATIONS

1. The Visitor's rights on the Platform are conditioned upon compliance with each of the following:
 1. in order to utilize the Services provided by the Company, the Visitor must be over the age of 18 and if the Visitor is under the age of 18, he must have his parent's or legal guardian's permission prior to participating in the game, and by participating, the Visitor

represents that his parent or legal guardian has provided such permission and agreed to these Terms of Use;

2. the Visitor will not create or submit anything that is unlawful, pornographic, defamatory, libellous, obscene, threatening, harassing, discriminatory, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any applicable laws, rules, regulations or Government of India's guidelines ("**Applicable Laws**"), or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;
3. the Visitor will not embed, re-publish, maintain and/or display any App content on any web site or other Internet location that ordinarily contains or hosts content that is unlawful, pornographic, obscene, defamatory, libellous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any Applicable Laws, or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;
4. the Visitor will not provide false information about him or anyone else (including, without limitation, if and when the Visitor is being asked on the App to provide accurate information about the Visitor's age), and the Visitor will not impersonate or appear to impersonate anyone else or otherwise misrepresent the Visitor's affiliation with any person or entity;
5. the Visitor will not use any one or more of the Licenses (and any associated functionality) to collect, obtain, compile, gather, transmit, reproduce, delete, revise, view, display, forward, any material or information, whether personally identifiable or not, posted by or concerning any other user of the App, unless the Visitor would have obtained prior permission from such user to do so;
6. the Visitor will not interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the Platform (or any parts thereof);
7. the Visitor will abide by all copyright notices, information, restrictions contained in or associated with any of the App content;
8. the Visitor will not remove, alter, interfere with or circumvent any copyright, trademark, watermark, or other proprietary notices marked/displayed on the Platform;
9. the Visitor will not remove, alter, interfere with or circumvent any digital rights management mechanism, device or other content protection or access control measure (including, without limitation geo-filtering and/or encryption) associated with the Platform;
10. the Visitor will not use any of the rights granted to him or any of the Platform content in a manner that suggests an association with any of the Company's products, Services or brands, unless otherwise specifically permitted by the Company;
11. the Visitor will not do anything on the App that would prevent other users' access to or use of the App or any part thereof;

12. the Visitor, upon a request from the Company, shall provide all the necessary documents to show his proof of residency in India; and
13. the Visitor accepts that if he is a director, officer, and employees of Sponsor or any of its affiliate companies and subsidiaries, and immediate families of each, he shall not be eligible to receive a Prize.

2. The Visitor represents and warrants that he has the power and authority to execute, deliver and perform his obligations under this Terms of Use and all necessary corporate, shareholder and/or other actions have been taken by it to authorize such execution, delivery and performance, and that this Terms of Use constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. The execution, delivery and performance of its obligations under this Terms of Use does not and will not contravene any laws, regulation or order of any authority or other official body or agency or any judgment or decree of any court having jurisdiction over it or conflict with or result in any breach or default under any document binding upon it.

3. The Visitor represents and warrants that he is not a director, officer, and employee of the Company or any of its affiliate companies and subsidiaries, and immediate families of each.

4. The Visitor represents and confirms that the Visitor is of legal age to enter into a binding contract and is not a person barred from accessing and using the App and availing the Services under the laws of India or other Applicable Laws.

5. The Visitor acknowledges and agrees that:

1. Notwithstanding the provisions contained in Clause 9.5.1, the Company might provide to the Visitor:

1. the option to purchase at a cost, additional chances of playing the game
2. the option to use a special code designated for every Account ("**Referral Code**") in relation to other Visitors or a special code provided by the Company to the Visitor.

2. as between the Company and the Visitor, the Company owns all right, title and interest in the Services and the App;

3. nothing in this Terms of Use shall confer on the Visitor any license or right of ownership in the Company's intellectual property rights and/or the App or its contents.

6. To avail a Service through the App, the Visitor has and must continue to maintain at his sole cost:

1. all the necessary equipment including a phone, internet access, etc. to access the App and/or avail the Services; and
2. own access to the World Wide Web. The Visitor shall be responsible for accessing the App and/or availing the Services which may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the Visitor.

7. The Visitor also understands that the Services may include certain communications from the Company as service announcements and administrative messages. The Visitor understands and agrees that the Services are provided on an "as-is-where-is" basis and that the Company does not assume any responsibility for deletions, mis-delivery or failure to store any Visitor communications or personalized settings.

10. LICENSE AND PROPRIETARY RIGHTS

1. Subject to the terms of this Terms of Use, the Company hereby grants to the Visitor, if and only to the extent the necessary functionality is provided to the Visitor on or through the Platform, the following limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free rights and licenses (each a "**License**"):

1. the License to access, view and otherwise use the Platform (including, without limitation any information or Services provided on or through the Platform) for the personal and lawful use only by the Visitor, as intended through the normal functionality of the Platform; and the License to use any other functionality expressly provided by the Company on or through the Platform for use by Visitors, subject to this Terms of Use.
2. The content of the App and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by the Company and/or its licensors and are protected by applicable Indian and international copyright and other intellectual property laws. The Visitor acknowledges, understands and agrees that he shall not have, nor be entitled to claim, any rights in and to the content of the Platform and/or any portion thereof.
3. The Company may provide the Visitor with content including information, sound, photographs, graphics, video or other material through the Platform. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The Visitor may use this material only as expressly authorized by the Company and shall not copy, transmit or create derivative works of such material without express authorization from the Company.
4. The Visitor acknowledges and agrees that he shall not upload, post, reproduce or distribute any content on the Platform that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such

right. Any copyrighted or other proprietary content distributed with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the Visitor to personal liability or criminal prosecution.

11. **TAXES**

1. The winner shall be responsible and liable for all taxes in connection with the Prize.
2. The Visitor hereby consents and agrees that the Company may withhold any such amount from his Account that any tax authority requires the Company to do so, or the Company is otherwise required by law or pursuant to agreements with any tax authority to do so, or if the Company needs to comply with internal policies or with any applicable order or sanction of a tax authority.

12. **CONFIDENTIALITY**

1. The Company and the Visitor hereby agree to keep the data, information and terms of the Account ("**Confidential Information**") confidential and shall not disclose the same without the consent of the other.
2. The parties shall not be liable for breach of the above clause when the Confidential Information is disclosed pursuant to an order of any court or government authority and/or in performance of this contract by the Company and/or when the parties independently obtain it from a third party.

13. **BREACH**

1. Without prejudice to the other remedies available to the Company under this Terms of Use or under Applicable Law, the Company may limit the Visitor's activity, warn other Visitors of the Visitor's actions, immediately temporarily / indefinitely suspend or terminate the Visitor's registration, and/or refuse to provide the Visitor with access to the App if:
 1. the Visitor is in breach of this Terms of Use and/or the documents it incorporates by reference; and
 2. The Company believes that the Visitor's actions may infringe on any third-party rights or breach any Applicable Law or otherwise result in any liability for the Visitor or other Visitors of the App.
2. The Company may at any time in its sole discretion reinstate suspended Visitors. Once the Visitor has been indefinitely suspended the Visitor may not register or attempt to register with the Company or use the Platform in any manner whatsoever until such

time that the Visitor is reinstated by the Company. Notwithstanding the foregoing, if the Visitor breaches this Terms of Use or the documents it incorporates by reference, the Company reserves the right to recover any amounts due and owing by the Visitor to the Company and to take strict legal action as the Company deems necessary.

14. TERMINATION

1. Either the Visitor or the Company may terminate this Agreement with or without cause at any time to be effective immediately.
2. The Visitor agrees that the Company may without prior notice, immediately terminate the Visitor's Account and access to the Platform. Causes for termination may include, but shall not be limited to, breach by the Visitor of this Terms of Use, requests by enforcement or government agencies, and/or requests by the Visitor.
3. This Agreement may be terminated by the Visitor by discontinuing the use of the Platform. The Company shall not be liable to the Visitor or any third party for termination of the Agreement. Should the Visitor object to any Terms of Use or become dissatisfied with the Company in any way, the Visitor's only recourse is to immediately discontinue the use of the App.
4. Upon termination of this Terms of Use, the Visitor's right to use the App and Services and software shall immediately cease. The Visitor shall have no right and the Company shall have no obligation thereafter to execute any of the Visitor's uncompleted tasks or forward any unread or unsent messages to the Visitor or any third party. Once the Visitor's registration or the Services are terminated, cancelled or suspended, any data that the Visitor has stored on the App may not be retrieved later.

15. RELATIONSHIP

None of the provisions of this Terms of Use, notices or the right to use the Platform by the Visitor contained herein or any other section or pages of the Platform and/or the Allied Sites, shall be deemed to constitute a partnership between the Visitor and the Company and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Platform, the Visitor authorizes the Company and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the Visitor shall be deemed to have appointed the Company and its agents as his agent for this purpose. The App is not sponsored, endorsed, administered by, or associated with Apple or its subsidiaries or affiliates.

16. INDEMNIFICATION

The Visitor agrees to indemnify, defend and hold harmless the Company, its affiliates, group companies and their directors, officers, employees, agents, third party service providers, and any other third party providing any service to the Company in relation to the Services whether

directly or indirectly, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Company that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any terms of this Terms of Use including any representation, warranty, covenant or agreement made or obligation to be performed by the Visitor pursuant to this Terms of Use.

17. LIMITATION OF LIABILITY AND INJUNCTIVE RELIEF

1. The Visitor understands and expressly agrees that to the extent permitted under Applicable Laws, in no event will the Company or any of its affiliates or group companies or any of their respective officers, employees, directors, shareholders, agents, or licensors be liable to you or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from the Visitor's use (or the use of anyone using an account registered to the Visitor) of the Platform or any parts thereof.
2. Notwithstanding anything to the contrary herein, the Visitor hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any the Company or any of its affiliate or group company related project, or the use, publication or dissemination of any advertising in connection with such project.

18. FORCE MAJEURE

The Company shall not be liable for any failure to perform any of its obligations under this Terms of Use or provide the Services or any part thereof if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of any Party, including, without limitation, unavailability of any communication system, breach or virus in the systems, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war, acts of government.

19. SEVERABILITY

If any provision of this Terms of Use is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Terms of Use shall continue to be in full force and effect.

20. NOTICES

1. All notices and communications from the Visitor to the Company in relation to the Platform and/or any of the Services (including those termination of any of the Services etc.) shall be in writing. The Visitor shall be deemed to have been given a notice if sent by an email or posted within the Platform.
2. Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.

21. ENTIRE AGREEMENT

These Terms of Use along with the Privacy Policy of the App constitute the entire agreement between the Company and the Visitor and supersedes and extinguishes all previous agreements, promises, assurances, representations, warranties and undertakings, whether written or oral.

22. COMMUNICATION BETWEEN US

1. If you wish to contact us in writing, or if any condition in these Terms of Use requires you to give us notice, you can send this to us by e-mail to such e-mail address that may be communicated to you from time to time. We will confirm receipt of this by contacting you in writing by e-mail.
2. If we have to contact you or give you notice in writing, we will do so by in-App chat, e-mail, or SMS to the mobile phone number or email address you provide to us in your request for the App.

23. GOVERNING LAW

This Terms of Use shall be governed in accordance with the laws of India and any disputes arising out of or in connection with these Terms of Use shall be subject to exclusive jurisdiction of courts in Kerala.

24. VERNACULAR DECLARATION

The Visitor hereby confirms and records that the contents of this Terms of Use have been read out and explained to the satisfaction of the Visitor. The Visitor agrees to abide by the same at all times.

