**User Agreement**

Shayar Community Private Limited., having its office at C 501 DARSHNAM PLAZA DANTESHWAR VILLAGE VADODARA TALUKA VADODARA VADODARA Vadodara GJ 390004 IN, Shayar Registration No. 124534 (“We”, “Us” or “Our”), owns and operates this content sharing, social networking platform under the brand name “Shayar”, (the “Service(s)”). The Services are made available by way of mobile application along with associated mobile sites, applications and other variants (“**Platform**”).

This user agreement (“**User Agreement**”) shall be read in conjunction and together with the our Privacy Policy and forms an integral part of the User Agreement between Shayar Community Private Limited and you (“User”, “You” or “Your”) in relation to Your access to and use of the Services.

This User Agreement shall be considered as an “electronic record” as read and construed under Electronic Transaction Act, 2010 of Singapore and amendment thereof or as construed under equivalent local law of Your jurisdiction and rules thereunder as applicable. This User Agreement is generated by a computer system and does not require any physical or digital signatures.

This is a legal and binding agreement between the User of the Service and Shayar and states the terms that govern Your use and access of the Service. By accessing this Service, You consent, agree and undertake to abide, be bound by and adhere to the User Agreement and if You do not agree to any terms of this User Agreement, You should not access or use the Service.

Please review the User Agreement from time-to-time. We reserve the right, at Our sole discretion, to change, modify or otherwise alter the terms of this User Agreement at any time without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Service herein. Your continued use of the Service following the posting of changes and/or modifications shall constitute Your acceptance of any revised User Agreement. We retain the right at any time to deny or suspend access to all or part of the Services to anyone who We believe will violate or has violated any of the terms of the User Agreement.

**1. Terms of Use**

1.1

This User Agreement governs Your access of the Services and any features, branding, data, message, text, image, photographs, graphics, audio, sound, voice, codes, computer programmes, software, database, service information, any form of content available through the Service, as well as the interactive elements/features etc. that You utilize and host, publish, share, transact, display, upload and/or engage with in the course of accessing and using the Services.

1.2

This Service is offered and made available only to Users above the age of 18 years. By accessing the Service, You represent and warrant that You are above the age of 18 years. Your access to and use of the Services is conditioned on Your acceptance of and compliance with the User Agreement and the Privacy Policy. By accessing or using the Services You agree to be bound by the User Agreement. We may also use any third party API services/SDK in some of Our products as permitted under the terms of such third party policies, that means if You are using the Service which makes use of any third party API/SDK services, then You are agreeing to the terms of service/use of such third party as well.

**2. Service Usage Terms**

2.1

You must access and use the Services only if You can form a binding contract with Shayar and are not a person barred from receiving Services under the laws of Singapore or other applicable jurisdiction. If You are accepting these terms of User Agreement and using the Services on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so. You may use the Services only in compliance with the User Agreement, Age Suitability Terms and Privacy Policy and all applicable local, state, national, and international laws, rules and regulations.

2.2

The Services offered to You are always evolving and the form and nature of the Services may change from time to time without prior notice to You. In addition, Shayar may stop (permanently or temporarily) providing the Services (or any features within the Services) to You without any prior notice. We also retain the right to create limits on use and storage at Our sole discretion at any time without prior notice to You.

2.3

To facilitate Your access, use and viewership, the Service can be packaged by Shayar through different models such as the Services may be accessible (a) free of charge which may include advertisements or commercials or (b) via subscription through payment of a subscription fee or (c) with a combination of the foregoing on the Service or (d) any other model.

2.4

The Service can be availed through platforms, software and devices, which Shayar approves from time to time, the current list for which is as set out below ("Compatible Source"). In some cases, whether a device is (or remains) a Compatible Source may depend on software or platform provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Source at one time may cease to be Compatible Source in the future.

2.5

The Services may include interest-based ads which are online ads that are tailored to Your likely interests based on Your use of various applications and websites across the internet. If You are using a browser, then cookies and web beacons can be used to collect information to help determine Your likely interests. If You are using a mobile device, tablet, or streaming media device that includes an advertising identifier, then that identifier can be used to help determine Your likely interests. The types and extent of advertising by Shayar on the Services are subject to change. In consideration for Shayar granting You access to and use of the Services, You agree that Shayar and its parent, third party providers and partners may place such advertising on the Services or in connection with the display of any User Content or information from the Services whether submitted by You, Us, any other User or third parties.

**3. User Account Password and Security**

3.1

In order to use the Service, You will have to register on the Platform by providing certain details about yourself, including Your name, email address, phone number and such other details as may be required and create an account (“**Account**”). You may register on the Platform by logging into Your Account with Your credentials from certain third-party email networks or social networking sites. You confirm that You are the owner of any such third-party account and that You are entitled to disclose Your third-party account login information to Shayar. You authorize Shayar to collect Your authentication information, and other information that may be available on or through the third-party account consistent with Your applicable settings and instructions. Shayar reserves the right to refuse access to the Service to new users or to terminate access granted to existing users at any time without according any reasons for doing so. You shall not have more than one active Account on the Platform. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party.

3.2

You shall ensure and confirm that the Account information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, You shall promptly update Your Account information on the Platform. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if Shayar has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Shayar has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof) at its discretion, in addition to any right that Shayar may have against You at law or in equity, for any misrepresentation of information provided by You.

3.3

You are responsible for safeguarding the password or credentials that You use to access the Services and for any activities or actions under Your Account. We encourage You to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with Your account and with other accounts that You may connect to Your Account (such as Your social media account or Your email). You agree to (a) immediately notify Shayar of any unauthorized use of Your Account information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Shayar cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements. Further, Shayar will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

3.4

You may be held liable for losses incurred by Shayar or any other user of or visitor of the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential.

**4. User Content on the Services**

4.1

The Service allows Users to post, upload, transmit, share, store or download messages, texts, images, photographs, graphics, audios, sound, voice, videos and all other kinds of content (“**User Content**”), connect with other Users, transmit messages to other Users or to all Users at large, or connect personally with other users, whilst using and accessing the Services through interactive elements and features made available on the Services .The Service also enables You to incorporate certain sound recordings, images, graphics, audio visuals etc. as part of the User Content. The User Content should, at all times, be compliant with the standards set out hereunder in this User Agreement. In the event the User Content contains any third-party materials including brands, trademarks, logos etc. (“**Branded Content**”). You are required to procure necessary permissions, licenses directly from such third parties and will not upload any Branded Content without the same. All Branded Content should be tagged/ uploaded as content for paid partnerships through the functionality provided by the Platform, failing which Shayar shall have the right to takedown the Branded Content or remove third party brands, trademarks, logos etc. from such Branded Content, at its sole discretion.

4.2

For User Content, Shayar acts purely as an "Intermediary" as read and construed under Electronic Transaction Act, 2010 of Singapore or any relevant laws of Singapore or as construed under equivalent local laws of Your jurisdiction and rules thereunder as applicable. Shayar expressly excludes any kind of liability relating to User Content. Being an “Intermediary”, Shayar carries out the limited function of providing a platform for communication and transmission of the User Content and Shayar has no responsibility and / or liability in respect of any User Content on the Services, including without limitations, for intellectual property rights infringement, defamation, illegal content or any other violation under applicable law. All User Content, which is hosted and transmitted on the Services, is the sole responsibility of the person who is providing/originating/publishing/posting it whether on the Services or on other platforms (which permits Shayar to carry content of such platform API embedding mechanism).

4.3

On account of the nature of the Internet, the Services may be accessed in various geographical locations; and you hereby agree and acknowledge that you are accessing the Services, at your own risk, choice and initiative and you agree and undertake to ensure that your use of the Services complies with all applicable laws including the local laws in your jurisdiction. Further, the Services and User Content may vary from place to place, time to time and device to device and would be subject to various parameters such as specifications, device, Internet availability and speed, bandwidth, etc. You agree and acknowledge that Shayar may monitor or use certain technologies for monitoring of your activities for the purpose of giving you better user experience or improvise the Service in accordance with our Privacy Policy.

4.4

The quality of the User Content may vary from device to device, and may be affected by a variety of factors, such as Your location, the bandwidth available through and/or speed of Your internet connection. You are responsible for all internet access charges. Please check with Your internet provider for information on possible internet data usage charges.

**4A. Publisher of news and current affairs content**

If you are a publisher of news and current affairs content under the provisions of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code), Rules, 2021, you are required to furnish the details of your user accounts on this platform and to the Ministry as may be required under rule 18.

**5. Acceptable Use**

You agree that in connection with the use of the Service and Platform, You will not:

a.

Take any action (even if requested by another person or user ) that is, submit, host, post, display, upload, modify, publish, transmit, update, share, or communicate anything that is or that incites or encourages, action that is, explicitly or implicitly: illegal, grossly harmful, abusive, harassing, threatening, hateful, racially or ethnically objectionable, derogatory, harmful to any reputation, disparaging, defamatory, libelous, pornographic, indecent, profane, obscene, paedophilic or otherwise objectionable (including nudity), blasphemous, invasive of another's privacy, or relating or encouraging money laundering or gambling or otherwise unlawful in any manner;

b.

send communication that deceives or misleads the addressee about the origin of such messages or communicates any information which is offensive or menacing in nature;

c.

stalk, harass, threaten, or harm any third party;

d.

impersonate any third party;

e.

participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;

f.

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

g.

publish User Content or any other information that belongs to another person and in which You do not have any rights;

h.

violate any law, regulation or court order including the local laws of Your jurisdiction;

i.

harm minors in any way;

j.

infringe any patent, trademark, design, copyright or other proprietary rights or violate any right of any third party, including privacy rights, publicity rights, and intellectual property rights;

k.

publish User Content or any other information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

l.

advocate, encourage, or assist any third party in doing any of the foregoing.

**6. Disclaimers regarding User Content and Third Party Interactions**

6.1

Any use or reliance on any User Content available on the Service is at Your own risk. You understand that by using the Service and accessing the User Content, You may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise inappropriate. The views expressed by users on the Service are not controlled and do not represent the views or values of Shayar.

6.2

Shayar does not have any obligation to provide disclaimers with respect to any User Content. Some User Content offered on the Service may not be suitable for some Users and therefore User’s discretion is advised. Also, some User Content offered on the Services may not be appropriate for viewership by children. Parents and/or legal guardians are advised to comply with applicable laws and exercise discretion before allowing their children and/or wards to access User Content on the Service.

6.3

You acknowledge and agree that the Service only facilitates access to the User Content and Shayar does not pre-screen the User Content and has no obligation to monitor any User Content. Therefore, Shayar may not always have actual or specific knowledge of any User Content available on the Services. However, Shayar at its discretion and in accordance with applicable law may monitor any User Content and may remove any User Content from the Services if Shayar determines in its sole discretion that such User Content is in violation of this User Agreement or any applicable law. Shayar, at its discretion, may review the User Content when, and only when, complaints are received from You or any third party. Such actions do not in any manner negate or dilute Our position as an “Intermediary” or impose any liability on Shayar with respect to any User Content. Any use or reliance on any User Content or materials posted via the Services or obtained by You through the Services is at Your own risk.

6.4

You are responsible for any User Content You post to the Services, and for any consequences thereof. The User Content You submit, post, or display will be able to be viewed by other Users of the Services and through third party services and websites. You should only provide User Content which You fully own or in respect of which You have all the permissions/licenses, and that You are comfortable sharing such User Content with others under the User Agreement.

6.5

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, You may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will Shayar be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

6.6

Your interactions with third parties, including users, on or through the Service, is solely between you and the third party; however, Shayar may, in its sole discretion, intercede and You will reasonably cooperate with Shayar, if it does so. You acknowledge and agree that Shayar will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as a result of such interactions, and you will not make Shayar a party to any dispute between you and any third party with whom you interact with on the Service. You hereby release Shayar from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such interactions or the Service. In the event of any dispute between you and any third party with whom you interact on the Service, you may approach the court of appropriate jurisdiction as per applicable law in your place of residence.

**7. Privacy Terms**

Any information that You provide to Shayar is subject to Our Privacy Policy, which governs Our collection and use of Your information. You understand that through Your use of the Services You expressly consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Singapore or any other countries of the world for storage, processing and use by Shayar. As part of providing You the Services, We may need to provide You with certain communications, such as service announcements and administrative messages. These communications are considered as part of the Services and Your Account (if applicable).

**8. User Content License**

8.1

You retain Your rights to any User Content You submit, post or display on or through the Services. In order to make the Services available to You and other users, Shayar needs a license from You. By submitting, posting or displaying User Content on or through the Services, You grant Us a worldwide, non-exclusive, royalty-free, fully paid, unlimited, universal, perpetual, and irrevocable license (with the right to sublicense) in any and all manner and media or distribution methods (now known or later developed) to use, copy, reproduce, process, adapt, modify, publish, transmit, publicly perform, publicly display and distribute such User Content to all users to stream and download, create derivative works of and to use the User Content and to advertise, market, and promote the Platform. Third parties (including users) may search for and see any User Content You submit to public areas of the Platform. Other Users will be able to download and share Your User Content within and outside the Service. You further grant Shayar a non-exclusive, royalty-free, universal unlimited license to use Your user name, image, voice, and likeness to identify You as the source of any of Your User Content.

8.2

You agree that this license includes the right for Shayar to provide, promote, and improve the Services and to make User Content submitted to or through the Services available to other companies, organizations or individuals who partner with Shayar for the syndication, broadcast, distribution or publication of such User Content on other media and services, subject to Our terms and conditions for such User Content use. Such additional uses by Shayar, or other companies, organizations or individuals who partner with Shayar, may be made with no compensation paid to You with respect to the User Content that You submit, post, transmit or otherwise make available through the Services.

8.3

We may modify or adapt Your User Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Your User Content as are necessary to conform and adapt that User Content to any requirements or limitations of any networks, devices, services or media. For example, if You choose to share a video through Your connected Twitter account, We will adapt Your Content so that it can be attached to a Tweet in a Twitter card. You are responsible for Your use of the Services, for any User Content You provide, and for any consequences thereof, including the use of Your User Content by other Users and Our third-party partners. You understand that Your User Content may be syndicated, broadcast, distributed, or published by Our partners and if You do not have the right to submit User Content for such use, it may subject You to liability. Shayar will not be responsible or liable for any use of Your User Content by Shayar in accordance with these terms of User Agreement. You represent and warrant that:

a.

You have and shall continue to have all the rights, power and authority necessary to grant the rights granted herein in any User Content that You submit;

b.

Your agreement to this User Agreement does not violate any agreement that You may have with any third party;

c.

Your User Content does not and will not infringe, misappropriate, or otherwise use without necessary authorization, any intellectual property, privacy, publicity, moral, or other rights of any third party, or violate any law, regulation, or court order;

8.4

You hereby waive any and all moral rights or “droit moral” that You may have in the User Content, and You represent and warrant that no third party has any moral, “droit moral” or other rights in the User Content. To the extent that any such rights cannot be waived as per the laws of Singapore or any other applicable law of Your jurisdiction, You agree not to exercise such rights without prior written notice to Shayar and thereafter only in accordance with any reasonable instructions that Shayar issues in the interest of protecting its rights.

**9. Grant of License to Use the Services**

9.1

Shayar gives You a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Service that is provided to You by Shayar through the Platform. This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Shayar, in the manner permitted by the User Agreement. Save and except for accessing and using the Services as permitted herein, You shall not separately use any portion of the Services or the Platform (such as codes, features, branding/trademarks/logos, look and feel, content, etc.) in any manner whatsoever without express written approval from Shayar. You may access the Service only in geographic locations where the Service is accessible.

9.2

You agree not to access (or attempt to access) the Service by any means other than through the interface that is provided by the Platform. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or User Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any User Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Service. You agree that You are solely responsible to Shayar and to any third party for any breach of Your obligations under this User Agreement and for the consequences (including any loss or damage which Shayar Entities (defined below) may suffer) for any such breach.

**10. Intellectual Property Rights**

10.1

For the purpose this User Agreement, the terms "Intellectual Property Rights" shall mean all patents, trademarks, service marks, copyrights, database right, trade names, brand names, trade secrets, design rights and similar proprietary rights of Shayar and/or its licensors and/or other respective owners, whether registered or unregistered and all renewals and extensions.

10.2

Save and except for the User Content, all rights, title and interest in the Intellectual Property Rights in the Service including without limitation all its constituents, content, features, functions, text, images, audios, audio-visuals, literary work, artistic work, musical work, computer programme, dramatic work, sound recording, cinematograph film, artistic work, literary work, musical work, a video recording, content performance and broadcast as defined under the applicable laws, specifications, instructions, abstracts, summaries, audio commentaries/content, copy sketches, drawings, artwork, software, source code, object code, comments on the source code and object code, domain names, application names, designs, database, tools, icons, layout, programs, titles, names, manuals, graphics, animation, applications, user interface instructions, photographs, artist profiles, illustrations, jokes, memes, contests, gaming elements/content, interactive elements and all other elements, data, information and any other content/materials are the property of Shayar and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to relevant Intellectual Property Rights laws of Singapore and the world. Shayar retains full, complete and absolute title to the Service and all Intellectual Property Rights therein.

10.3

The Service including any content including User Content thereon shall be deemed to be non-exclusively licensed to You by Us only for Your non-commercial personal use and only for such period as We may, in Our sole discretion, deem appropriate. You shall not use, reproduce, redistribute, sell, offer on commercial rental, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the Service (including without limitation the software, coding, constituents, elements, content, etc.) in any manner whatsoever.

10.4

You expressly confirm not to, directly or indirectly, copy, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, publish, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, market, promote, circulate, exploit, digitally alter or manipulate the Service and/or any parts thereof (including any and all Materials therein) (in whole or in part) in any manner, medium or mode now know or hereinafter developed.

10.5

You acknowledge and agree that any feedback, comments, or suggestions You may provide regarding the Platform or the Services are entirely voluntary, and Shayar will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to You.

**11. Conditions and Restrictions for Use of the Services**

11.1

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any User Content on the Services and to suspend or terminate Users, and to reclaim usernames and profile URLs without liability to You.

11.2

We also reserve the right to access, read, preserve, and disclose any information as We reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the terms of User Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to User support requests, or (v) protect the rights, property or safety of Shayar, its Users and the public. SHAYAR does not disclose personally identifying information to third parties except in accordance with Our Privacy Policy.

11.3

You agree that Shayar shall have the right but have no obligation, to monitor User Content and to restrict or remove User Content that Shayar may determine, in its sole discretion, is inappropriate or for any other reason. You acknowledge that SHAYAR reserves the right to investigate and take appropriate legal action against anyone who, in Our sole discretion, violates these terms, including, but not limited to, terminating their account, terminate, suspend, limit, or use of the Services or access to User Content and/or reporting such User Content, conduct, or activity, to law enforcement authorities, in addition to any other available remedies under law or equity. In addition to the restrictions set forth above, You must adhere to the below terms and conditions and not host, display, upload, modify, publish, transmit, update or share any information /material/content that violates the provisions of section 5 (Acceptable Use)

11.4

You acknowledge that the User Content is not confidential and that You have no expectation of privacy in it.

11.5

In no event does Shayar assume any responsibility or liability whatsoever for any User Content, and You agree to waive any legal or equitable rights or remedies You may have against Shayar with respect to such User Content.

11.6

The Service may contain articles/views/comments contributed by several individuals under the interactive features of the Services. The views are exclusively their own and do not represent the views of Shayar, its group companies and respective management. All liability in respect of the above is excluded to the extent permitted by law including any implied terms.

a.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, SHAYAR’s computer systems, or the technical delivery systems of SHAYAR’s providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through Our currently available, published interfaces that are provided by Shayar (and only pursuant to those terms and conditions), unless You have been specifically allowed to do so in a separate agreement with Shayar; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of the User Content in such a manner as to interfere with or create an undue burden on the Services; (vi) access or use the Service or the User Content therein by means of any mechanism or technology which conceals Your actual geo-location or provides incorrect details of Your location [for example, use a virtual private network (VPN)(vii) attempt to circumvent any technological measure implemented by Shayar, any of its service providers, or any other third party (including another user) to protect Shayar, the Platform, users or any other third party; (viii) access the Platform to obtain information to build a similar or competitive application, or service.

**12. Contests and Promotions**

Any and all contests, promotions, surveys and campaigns hosted or conducted on the Service are subject to separate contest terms and conditions ("**Contest and/or Promotion T&Cs**") and You are requested to read the Contest and/or Promotion T&Cs as well as User Agreement before participating in the same and upon participation it shall be deemed that the participant has read and understood the Contest and/or Promotion T&Cs. User Agreement are deemed incorporated by reference into Contest and Promotion T&Cs provided in respect of a particular activity.

**13. Suspension and Termination**

13.1

The User Agreement will continue to apply until terminated by either You or Shayar as set forth below. If You object to the User Agreement or are dissatisfied with the Services, Your only recourse is to (i) close Your Account; and (ii) stop accessing the Service.

13.2

SHAYAR reserves the right to terminate, discontinue, suspend, limit, or restrict Your account or Your use of the Services at any time, without notice or liability, if Shayar so determines in its sole discretion, for any reason whatsoever. Additionally, Shayar reserves the right to delist You or block Your future access to the Service or suspend or terminate Your Account if it believes, in its sole discretion that You have infringed, breached, violated, abused, or unethically manipulated or exploited any terms of this User Agreement or anyway otherwise acted unethically.

13.3

If You or Shayar terminate Your use of the Service, Shayar may, subject to the terms of the Privacy Policy, delete any information relating to Your use of the Service and Shayar will have no liability to You or any third party for doing so.

**14. Indemnity**

You agree to fully indemnify, defend and hold harmless Shayar, its affiliates, associates and group companies, and their respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers from and against all losses, claims and damages including legal fees, resulting from: (i) Your violation of any terms of the User Agreement; (iii) Your violation of any third party right, including without limitation any publicity, privacy, or intellectual property right; (iv) Your breach of any applicable laws; (iv) any unauthorized, improper, illegal or wrongful use of Your account by any person, including a third party, whether or not authorized or permitted by You; and (v) Your breach of any representation, warranty, covenant or undertaking under the User Agreement or under applicable law. This indemnification obligation will survive the expiry or termination of this User Agreement and Your use of the Service.

**15. Copyright Policy and Community Guidelines**

15.1

Shayar respects the intellectual property rights of others and expects Users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to Us. These notices should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim a user by may result in the termination of the Account of such user. If You believe that Your User Content or any other User Content has been copied in a way that constitutes copyright infringement, please provide Us with the following information:

a.

a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;

b.

identification of the copyrighted work claimed to have been infringed;

c.

identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Us to locate the material;

d.

Your contact information, including Your address, telephone number, and an email address;

e.

a statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

f.

undertaking that You shall file an infringement suit in the competent court against the person responsible for uploading the infringing copy and produce the orders of the competent court having jurisdiction, within a period of twenty-one days from the receipt of the take down notice by Shayar; and

g.

a statement that the information in the notification is accurate, and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

15.2

We reserve the right to remove any User Content alleged to be infringing without prior notice and at Our sole discretion. On appropriate circumstances, Shayar may also terminate a User's Account if the User is determined to be a repeat infringer.

15.3

You shall be strictly complying with Shayar Community Guidelines. Any violation of the Shayar Community Guidelines shall amount to termination of Your User’s Account with Shayar.

**16. Disclaimers and Limitations of Liability**

16.1

Please read this section carefully since it limits the liability of Shayar and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the " Shayar Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result, the contents of this section may not apply in such jurisdictions. Nothing in this section is intended to limit any rights You may have which may not be lawfully limited.

16.2

The Services are Available "AS-IS"

a.

Your access to and Use of the Services or any User Content is at Your Own risk. You understand and agree that the Services is provided to You on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, Shayar Entities disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement.

b.

Shayar Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any User Content; (ii) any harm to Your computer system, loss of data, or other harm that results from Your access to or use of the Services, or any User Content; (iii) the deletion of, or the failure to store or to transmit, any User Content and other communications maintained by the Services; (iv) whether the Services will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Shayar Entities or through the Services, will create any warranty not expressly made herein. The Shayar Entities will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Service, either with or without Your knowledge.

c.

Shayar shall not be responsible for the delay or inability to use Service or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform or Service, whether based on contract, tort, negligence, strict liability or otherwise. Further, SHAYAR shall not be held responsible for non-availability of the Service during periodic maintenance operations or any unplanned suspension of access to Service that may occur due to technical reasons or for any reason beyond Shayar’s control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.

16.3

Third Party Website Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that We are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, advertisements, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Shayar Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites or resources.

16.4

Limitation of Liability

a.

To the maximum extent permitted by applicable law, the Shayar Entities shall not be liable for any indirect, incidental, special, consequential or punitive damages or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (i) Your access to or use of or inability to access or use the Services; (ii) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other Users or third parties; (iii) any User Content obtained from the Services; or (iv) unauthorized access, use or alteration of Your transmissions or User Content.

b.

The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the SHAYAR Entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

16.5

Violation of Terms

You agree that any violation by You of this User Agreement will constitute an unlawful practice, and will cause irreparable harm to Shayar for which monetary damages would be inadequate, and You consent to Shayar obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Shayar may have at law or in equity. If Shayar takes any legal action against You as a result of Your violation of any if the terms this User Agreement, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys’ fees and costs of such action, in addition to any other relief that may be granted.

**17. Grievance Redressal**

If You have any complaints regarding any content uploaded on Shayar or complaints regarding use of the personal information under User Agreement and or Privacy Policy, you can register the complaint by writing to our Grievance Officer and Nodal Officer Mr. Prateek Sanghvi at [grievanceofficer@Shayartakatak.com](mailto:grievanceofficer@mxtakatak.com).

**18. General Terms**

18.1

**Rights owned by** Shayar**:**

All right, title and interest in and to the Services are and will remain the exclusive property of Shayar and its licensors/owners. The Services are protected by copyright, trademark, and other laws of Singapore and foreign countries. Shayar reserves all rights not expressly granted in these terms of User Agreement. You acknowledge and agree that any feedback, comments, or suggestions You may provide regarding Shayar or the Services are entirely voluntary and We will be free to use such feedback, comments or suggestions as We see fit and without any obligation to You.

18.2

**Waiver and Severability:**

The failure of Shayar to enforce any right or provision of these terms of User Agreement will not be deemed a waiver of such right or provision. In the event that any provision of these terms of User Agreement is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these terms of User Agreement will remain in full force and effect.

18.3

**Controlling Law and Jurisdiction:**

This User Agreement and any action related thereto will be governed by the laws of Singapore without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, disputes, legal proceedings or litigation arising in connection with the Services will be brought solely in the competent courts of jurisdiction located in Singapore, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

18.4

**Entire Agreement:**

The User Agreement and Our Privacy Policy are the entire and exclusive agreement between SHAYAR and You regarding the Services (excluding any services for which You have a separate agreement with SHAYAR that is explicitly in addition or in place of the User Agreement), and the User Agreement supersedes and replaces any prior agreements between SHAYAR and You regarding the Services.

18.5

**Changes:**

We may revise, supplement, update and otherwise modify the User Agreement from time to time. Any updates, revisions, supplements, and modifications will be updated on the Platform and a notification to this effect will be updated/ reflected in the User Agreement section. We hereby recommend that users periodically check the Platform to keep himself/ herself updated of the revised User Agreement. Your continued use of the Services on or through the Platform will be deemed to constitute your acceptance of the User Agreement (including revisions thereof).

**19. Contact Us**

If you have any queries, suggestions, or operational/ technical issues, please reach out to us at help@shayar.me