**TERMS OF SERVICE AND END USER LICENSE AGREEMENT (‘EULA’)**

The following terms of service and EULA constitute a legal agreement between Company Marketing Associates (‘Company’) and you for use of the Device, Software, Firmware, APK (all terms defined below) whether pre-installed or downloaded by you, as the case may be.

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000, AND THE RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

If you do not agree to be bound or cannot comply with any of the EULA, please do not continue with availing the services or using the Devices. Your act of clicking on/checking the “I agree” tab/box below shall be deemed as agreement to these EULA.

For the purposes of this EULA,   
**‘Device’** shall mean the mobile device of Company owned by you;   
**‘Software’** shall mean the pre-installed software including the APK in the Device, which software is either owned by Company or third party suppliers and includes upgrades, updates, enhancements and push notifications provided from time to time.  
**“Firmware”** means the software packaged and programmed into the Mobile Devices and includes any updates, push notifications, upgrades provided by Company through the Firmware over the air technology or any other modes, from time to time  
**‘APK’** shall mean the preinstalled application store services which may be made available on your Device, which you can use to download third party applications.

**ACCESSING, BROWSING OR OTHERWISE USING THE DEVICE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THIS EULA, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.**

**1. Licenses**   
Subject to the EULA and its terms and conditions, Company hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license to install, use, access, display and run one copy of the Software, which are owned by Company,and the Firmware on a single mobile handheld device in perpetuity for the territory of India. The rights granted herein are subject to your compliance with this EULA. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Software.   
For any of Software owned by third party suppliers, the use of such software including the grant of the license in such third party Software updates shall be governed by their individual end user license agreements.

**2. Term and Reservations**   
The term of your license under this EULA shall commence on the date that you accept this EULA and install the Software on the mobile handheld device. You shall not or enable/authorize/permit others to copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms of the Device, Software, Firmware or modify or disable any features of the Device, Software, Firmware or create derivative works based on the aforesaid. The license shall immediately terminate if you attempt to circumvent any technical protection measures used in connection with the Software, Firmware in breach of the terms of this EULA. You may not transfer this EULA or the rights to the Software, Firmware granted herein to any third party unless it is in connection with the sale of the Device. In such an event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA), Firmware and you shall not retain any copies of the Software, and the transferee must undertake to be bound by all the terms contained herein.   
Notwithstanding anything to the contrary Company is not responsible for any Firmware/Software that fails to download/install on your Device, or is downloaded/installed incorrectly and/or any Firmware/Software that you are unable to use or access at any time for any reason whatsoever.

**3. Software Updates**   
Company or such other third party may make available to you updates, upgrades, supplements and add-on components of the Software, Firmware including bug fixes, service upgrades and feature improvements after the date you obtain your initial copy of the Software. This EULA shall apply to all and any component of the update, unless other terms are made available with such updates. Company shall provide the updates, upgrades, enhancements entirely at its discretion and nothing in this EULA shall be deemed to impose an obligation on Company to provide the aforesaid.   
You may need to install updates to the existing Software, Firmware that Company provides from time to time, for the continued or enhanced use of such Software or Firmware. Your use of the Software, Firmware and/or Devicemay also receive automatic updates. If you do not agree to such automatically requested and received updates then please do not use the Device, Software and/or Firmware.   
Your Device or computer may periodically check with the APK or any third party platform for updates to the Software, Firmware on your Device and, if available, the update may automatically download and install. You agree that the Device, through the Software, APK and/or any third party platform, may automatically download and install updates onto your Device.

**4. Pricing**   
You agree and acknowledge that for the purposes of download or subscription of certain Software, you may have to pay a certain amount of fee applicable at the time of your download or subscription. Company and third party service providers reserve the right to increase the fees/charges payable for such download/subscription from time to time. The continued use of the Software earlier downloaded or subscribed may attract certain fees/charges. In the event you do not pay such charges/fees, as per the applicable terms and conditions, Company and/or the third party service provider, as the case may be, may discontinue your right to access, download, subscribe to such Software or any part thereof.   
Pricing and availability of all Softwareon the APK are subject to change at any time before you click the button indicating that you want to purchase or subscribe to such Software available on the APK. All sales on the APK are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Software that you acquired through that transaction. Each third party may have a separate refund, return and exchange policy and your use of the Software of such third party will be governed by such policies. Certain payment gateways may be made available to you on the APK, the use of such payment gateways by you shall be governed by the terms of use provided by such third party payment gateway services providers.

**5. Ownership**   
All rights not expressly granted to you in this EULA are retained by Company or third parties, as the case may be. Company and its suppliers own the title, copyright and other intellectual property rights in the Firmware and Software. For the sake of clarity, the Firmware, Software is licensed, not sold.

**6. Consent to use of data**   
Collection of data using Software, Firmware, Device will be performed as set out in the privacy policy available [here](file:///\\help-support.php#terms). By installing, accessing or using the Device, Software, Firmware you explicitly agree with the terms and conditions of Company’s Privacy Policy and to any terms and conditions included therein by reference.   
To provide updates, Software, Firmware, you agree that Company or its authorized representative may collect and use technical information gathered as part of the productsupport services related to the Software/Firmware provided to you, if any, such as IMEI, device number, model name, customer code, access recording, current operating system and related information. Company may use this information solely to improve their, products or to provide customized services or technologiesto you and will not disclose this information in a form thatpersonally identifies you.   
If you opt in to diagnostic and usage collection, Company and its affiliates may collect maintain, process and use diagnostic, technical and usage related information, that is gathered to provide and improve products and services, facilitate the provision of software updates, product support and other services to you, if any, related to the Software/Firmware, and to verify compliance with the terms of this EULA. Company may use this information for the purposes described above and in accordance with its Privacy Policy As described in the Privacy Policy, Company and its representatives, licensees and third party developers may provide certain services that rely upon location information, such as your device’s GPS signal or information about nearby WiFi access points and cell towers that may be transmitted to us, with your consent, when you use such location enabled services.

**7. Internet Access**   
Some features of the Firmware, Software and/or Device may require your Device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless your Device is connected to the internet through Wi-fi connection, the Firmware, Software will access the internet through your mobile network, which may result in additional charges as per your network service provider.

**8. Third Party Applications**   
Certain third party applications or services may be included with, or downloaded to your Device. Such third party applications or services may display, include or make available content, data, information, applications or materials from third parties (‘Third Party Materials’) or provide links to certain third party websites. By using the Software, you acknowledge and agree that Company is not responsible for the availability of such applications and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such applications, in any manner whatsoever. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you.   
You agree to abide by all terms, conditions, restrictions in connection with the Third Party Materials, as may be prescribed by such third parties, from time to time, without any recourse to Company.   
You understand that by using the Device, Software and/or Firmware, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. You agree to use the Device, Software and/or Firmware at your sole risk and Company shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Product types and descriptions are provided for convenience, and you agree that Company does not guarantee their accuracy.

**9. Restrictions**   
You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software, Firmware in any manner, and you shall not exploit the Software,Firmware in any unauthorized way whatsoever, including but not limited to, using the Software to transmit any computer viruses, worms, Trojan horses or other malware, or by trespassing or burdening network capacity. You are not permitted to collate, harvest and/or collect any personal data from the Software and/or Firmware. You further agree not to use the Device, Software, Firmware in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party and/or for any illegal purposes, and that Company is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the services. References on this Device to any names, marks, products, or services of any third-parties are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with the third party or its products and services by Company, in any manner whatsoever. You may not remove any watermarks, labels or other legal or proprietary notices included in any Device, Software and/or Firmware, and you may not attempt to modify the Device, Software and/or Firmware, including any modification for the purpose of disguising or changing any indications of the ownership or source of such Device, Software and/or Firmware. You acknowledge and agree that the use of any third-party application is governed by such third party application provider’s terms of use, license agreement, privacy policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application provider’s privacy policy, if such a policy exists. You shall be solely responsible for obtaining any permissions, consents, or authorisations under the applicable laws pursuant to any embedding of the Firmware or the Software in the Device.

COMPANY DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY APPLICATION PROVIDER. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY APPLICATION PROVIDER.

You hereby represent, warrant and undertake to Company that (i) You shall use the Software, Firmware and/or Device strictly in compliance with applicable laws; (ii) You shall not infringe any copyright, trademark, or patent or misappropriate any trade secret; (iii)You shall not use the Firmware, Software or Device for any deceptive, defamatory, obscene, pornographic or unlawful purposes; (iv) You shall not introduce any viruses, worms or other malicious computer programming codes into the Firmware, Software or Third Party Materials; and (v) You shall not otherwise violate the rights of a third party.   
The Device, Software may offer interactive features that allow you to submit materials (including links to third-party content) which may be accessible and viewable by other users and the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials. You hereby grant Company a worldwide, royalty-free, nonexclusive license to use such materials as part of the Device, Software, or in relation to the Device, Software, without any compensation or obligation to you. Company reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.   
Company has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Software, Device, to investigate any reported or apparent violation of this Agreement, and to take any action that Company in its sole discretion deems appropriate, including, without limitation, termination hereunder.

**10. Use of APK**   
You agree and acknowledge that for you to use the APK for downloading any Software, you will have to create an account with a user name and password (“Account”). You must keep your user details secure and not share them with anyone. You further agree that your Account may be suspended, without any notice, in the event your breach this EULA or any end user license agreement of any third party or any part thereof. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to immediately notify Company of any security breach of your Account. Company shall not be responsible for any losses arising out of the unauthorized use of your Account.   
Purchase and/or download of any Software from the APK and/or download of the Firmware on the Device may be subject to further authentication and you agree to comply with any such procedure that may be applicable, from time to time. Each Software and Firmware may have a separate download and delivery timelines and you shall not hold Company responsible for any delay or failure in download, delivery, access and/or use of any Software and/or Firmware by you.   
You agree and acknowledge that Company may use details from your Account for providing services, enhancements and upgrades, from time to time.

**11. Termination**   
This EULA is effective until terminated. Your rights under this license will terminate automatically without notice from Company if you fail to comply with any of the terms and conditions of this EULA. Upon termination of this EULA, you must cease all use of the Software, Firmware and destroy all copies, full or partial of the Software.

**12. Disclaimer of Warranties**   
UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY ACCOMPANYING YOUR DEVICE, ALL SOFTWARE/FIRMWARE PROVIDED BY COMPANY WITH THIS DEVICE/SOFTWARE/FIRMWARE (WHETHER INCLUDED WITH THE DEVICE, DOWNLOADED, OR OTHERWISE OBTAINED) AND THE DEVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM COMPANY OR ANY OF ITS AFFILIATES, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY WITH THE DEVICE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY COMPANY OF WARRANTY REGARDING SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM COMPANY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

**13. Limitation of Liability**   
IN NO CASE SHALL COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE AND/OR THE SERVICES OR THE MOBILE HANDHELD DEVICE THEREOF OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SOFTWARE OR THE MOBILE HANDHELD DEVICE THEREOF, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY. WHERE THE LAWS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, COMPANY’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, COMPANY’S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE OR THIRD PARTY APPLICATIONS ON THIS MOBILE DEVICE, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE AMOUNT PURCHASER PAID SPECIFICALLY FOR THIS MOBILE DEVICE OR ANY SUCH THIRD PARTY APPLICATION THAT WAS INCLUDED WITH THIS MOBILE DEVICE.   
YOU HEREBY IRREVOCABLY AND UNCONSIDTIONALLY WAIVE YOUR RIGHT TO SUE, OR RECOVER ANY DAMAGES FROM COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO ANY SERVICES, SOFTWARE, FIRMWARE OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF COMPANY'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION ABOVE APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

**14. Governing Law**   
You shall comply with the laws of India and/or any laws that may apply to You.   
Notwithstanding the conflict of laws principle, the EULA shall be governed and construed in accordance with the laws of India and in case of any dispute or other matter arising in reference to the use of the Device/Software/Firmware and/or availing the services on the Portal shall be referred to a sole arbitrator appointed by COMPANY and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be New Delhi, and shall be conducted in English language. All the costs, charges and expenses in connection to the Arbitration shall be solely borne by You.   
Subject to the above, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim relief’s under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at New Delhi, India. Notwithstanding the foregoing, You agree that COMPANY has the right to bring any proceedings before any court/forum of competent jurisdiction and You irrevocably submit to the jurisdiction of such courts or forum.

**15. General**   
a. You agree to bear the full, complete, and sole responsibility for using the Device,Firmware and/or Software of any purpose. You also agree to indemnify and hold Company harmless from and against any claims, proceedings, actions, damages, costs (including reasonable attorneys’ fees), and expenses resulting from your use of the Software and/or the mobile handheld device for any illegal purpose and/or in breach of the provisions contained herein.   
b. If any provision of this EULA is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions given full force and effect.   
c. You acknowledge that your representations and warranties, obligations and the clauses relating to indemnities, limitation of liability, governing law, confidentiality shall survive the efflux of time and the termination of this EULA.   
d. These EULA and Privacy Policy constitute the entire agreement between you and COMPANY governing Your use of the Software including the mobile handheld device, superseding any prior agreements between You and COMPANY regarding such use.   
e. You hereby acknowledge and agree that the relationship between you and Company and its/their affiliated companies is not a confidential, fiduciary, or other special relationship.   
f. You agree and acknowledge that owing to the evolving nature of the services, these terms of this EULA will be amended from time to time. You shall be solely responsible to keep yourself apprised of the changes which will be reflected in this document from time to time. Company may not send any private communication to you of any change. It is agreed that you will be bound to the amended EULA at all times.