

TERMS OF USE

Last updated [April 12th 2018]

PLEASE READ THESE TERMS OF USE CAREFULLY

AGREEMENT TO TERMS

The terms (the 'Provisions') of this agreement constitutes a legally binding contract between you (the 'User') and Nice Paw Private Limited (the 'Company', 'We', 'Us', or 'Our'), concerning your usage of and access to the mobile app known as 'Papp' (the 'App', the 'Platform', the 'Company Product(s)' or the 'Service(s)') as well as any other from of media, media channels, or application related and linked to the Company. By accessing the app and the services you agree to abide by the terms and provisions of this agreement.

IF FOR ANY REASON WHATSOEVER YOU DON'T ACCEPT ANY TERMS OR PROVISIONS OF THIS AGREEMENT, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING AND USING THE APP.

The company in its sole discretion, reserves the right to make any changes to the terms and provisions of this agreement without any prior notice. Such terms will take effect immediately after posting of the same on this platform, you are hereby advised to regularly check the terms of this agreement to stay updated of any changes.

The App is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the App. If they do decide to use the app, they should do the same under the supervision of their parents and/or legal guardian. The company will not be responsible for use of the app by a minor and any consequences arising out of such usage.

INTELLECTUAL PROPERTY RIGHTS

The source code, databases, software, web design, audio, video, text, photographs, and graphics on this app are proprietary to the company and are protected under copy right and trademark as well as other applicable laws of the Republic of India and the international conventions. All the trademark and logos on this app are controlled, owned and licensed by us. No part of the app and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

You have a limited license under which you are permitted to download and use the App and its content for your personal and non-commercial use only.

USER REPRESENTATIONS

By accessing and using this App you represent and warrant that:

1. All information provided by you during registration will be true, accurate, current, and complete.
2. you are not a minor under the age of 18, and if you are, you have acquired express consent of your parents and legal guardian.
3. You agree not to access the app via non-human or automated means, where through a bot or a script.
4. You agree not to use the App for any illegal or illicit purpose
5. Your usage of the app will not amount to violation of any applicable law or regulation.

USER REGISTRATION

You will be required to register with the App in order to access and use it. You hereby agree to keep your password and username confidential. We reserve the right to remove, edit or change a username submitted by you, if we have reason to believe that such username is inappropriate obscene or otherwise objectionable.

ECOMMERCE VIA APP

The App provides a two-way ecommerce platform to enable users sell and purchase live animals as pets as well as products such as pet food, accessories and animal products yielded from animals such as dairy, manure, wool, etc. Please note that while you are allowed to carry out commercial activities related to selling and purchase of pets and products, the company cannot be held responsible for any dispute arising between any seller or buyer as a result of any such transaction. Moreover, the company does not endorse any product of any seller or makes any guarantees/warranties for any such products or their quality, performance, authenticity, etc. Therefore, both seller and buyer can use the App for transactional purposes as mentioned above at their own risk.

Please note that the company does not endorse any animal products that involve animal cruelty or violation of animal rights, therefore, products such as fur, meat, and any other product during the production of which the animal was physically harmed or killed is explicitly prohibited on the platform. If the company finds out any such product on its platform, the same will be removed immediately without prior notice, moreover, the account and membership of the violating user may also be terminated or suspended without notice.

MEMBERSHIP AND CHARGES

The App allows users to join the platform either free of cost (as a seller or a buyer) or under a paid membership scheme (as a seller). Please consult the company or visit the membership area of the platform to find information regarding the pricing and payment scheme. The App is available free of cost for buyers.

1. Any seller with a membership will be allowed to sell the products as aforementioned without the obligation to pay any commission or flat fee on each sale for the duration of the membership.

2. Any seller without a membership will be charged a flat fee or a commission as percentage of each sale or both depending on the product and pricing scheme of the company. The charges for selling the product may vary as per company policy and may be a combination of both the flat fee and commission on each sale.

3. The members are allowed to punch in their bank and credit card details on the App which is stored on our systems for the purpose of transactional convenience. For instance, once the membership has expired any such user will be charged automatically to renew the membership. If you do not want to be charged automatically then you are free to remove your payment information from your profile by accessing the settings menu.

PROHIBITED ACTIVITIES

You may not access or use the app for any other purpose than for which we make the app available. As a user you agree not to:

1. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional material, junk mail, spam, pyramid schemes or any other form of solicitation (commercial or otherwise).

2. Remove, disable, modify or otherwise interfere with security-related features of the App.

3. Post any unlawful, offensive, racist, hateful, sexist, obscene, false, misleading, infringing, defamatory or slanderous content.

4. Use the App for any commercial use or purpose unless expressly permitted by the company in writing, it being understood that the App and related services are intended for personal, non-commercial use only.

5. attempt to retrieve data or other content from the App to create or compile a collection, database or directory without written permission from the company.

6. Use the App in an unauthorized manner such as collecting usernames and email addresses of users by any electronic or other means or creating user accounts by automated means or under false pretenses.

7. Circumvent, disable, or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App and/or the Content contained therein.

8. Use information collected from the App in order to harass, abuse, or harm another person.

9. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App to you.

10. Delete the copyright or other proprietary rights notice from any Content.

GUIDELINES FOR REVIEWS

We may provide facilities on the App to enable you leave ratings and reviews for the App. Your reviews must meet the following criteria:

1. You must have first hand experience with the material or entity you are reviewing.
2. Your reviews should be civil and without any profanity, or abusive, hateful, or racist language or tone.
3. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
4. Your reviews should be free from any reference to any illegal activity.
5. If posting a negative review, you must not be associated with any of our competitors.
6. You agree not to post any false or misleading information.

We reserve the right to accept review, or remove any review in our sole discretion. Any reviews on the App are not endorsed by us in any way, therefore, we do not assume any responsibility for any claims, liabilities, or losses arising out of such reviews. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

OTHER PROHIBITED CONDUCT

While using the App, you further agree not to:

1. Create a false identify or impersonate another person or entity in any way.
2. Restrict, discourage or prohibit any person from using the Company Products without a reasonable and lawful cause.
3. Divulge personal information about a third person on or through Company Products without the consent of such person.
4. Gain unauthorized access to the Services, to other Users' Accounts, or to other computers or websites connected or linked to the Services.
5. Post, transmit or otherwise make available any virus or malware or any other malicious software, computer code, file or program that may damage or interfere with the operation of any equipment, software or any other aspect of the Company Products or computers connected to the Company Products.

6. Interfere with or disrupt the Company Products, networks or servers or violate the policies or procedures of such networks or servers.

7. Violate any applicable central, state or local laws or regulations or these Terms.

8. Assist or permit any persons or entity in engaging in any of the activities described above. Doing so may indict the offender to civil liability and criminal prosecution under applicable and relevant laws.

MOBILE APPLICATION LICENSE

Under the terms of this agreement, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and provisions of this mobile application license contained in this agreement. You shall not:

1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;

2. Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;

3. Violate any applicable laws, rules, or regulations in connection with your access or use of the application;

4. Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;

5. Use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;

6. Make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;

7. Use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

8. use the application to send automated queries and any unsolicited commercial e-mail; or

9. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

SOCIAL MEDIA

If you register and login or sign in using third-party social networking profiles, e.g. Facebook

Connect, you agree to abide by the social network's terms and conditions. In addition, you authorize the company to access certain information in your social networking profile such as name, gender, date of birth, email, etc. By granting us access to any Third-Party Accounts, you understand that.

1. We may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the platform via your account, including without limitation any friend lists and

2. We may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

SUBMISSIONS

Under the provisions of this agreement, you agree that any questions, comments, suggestions, feedback, etc. provided by you on the App are non-confidential and in the public domain. By doing so you grant us a non-exclusive right to use, disseminate, or edit the information for any lawful purpose, commercial or otherwise, without having any obligation to compensate you in anyway. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

ADVERTISERS

The app allows external advertisers to display their ads and other information in certain areas of the platform such as sidebar ads or banner ads. If you are an advertiser, you shall take full responsibility for any advertisements you place on the App and any services provided on the App or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the platform, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

PRIVACY POLICY

Nice Paw Pvt. Ltd. respects individual privacy rights and does everything in its power and to a reasonable extent to make sure that individual rights of our users are protected and respected at all time. For further information about our privacy policy please refer to the same at * insert link *.

COPYRIGHT INFRINGEMENTS

We respect intellectual property rights of others, if you have any reason to believe that any material available of our platform infringes upon any copyright you own or control, please let us know about the same via the contact details available below. In addition, if we have any reason to believe that any material posted by you infringed upon any of our proprietary rights, we will remove and delete any such information immediately without prior notice.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the App. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APP (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APP OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the App at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our platform. We also reserve the right to modify or discontinue all or part of the App without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the App.

We cannot guarantee the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the platform. Nothing in these Terms of Use will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.

1. Dispute Resolution

- i. **Governing Law-** The Terms will be governed by and construed in accordance with the laws of the Republic of India and the State of Tamil Nadu without giving effect to any principles of conflicts of law.

- ii. **Arbitration-** In the event of any dispute arising out of the use of this App or interpretation of these Terms, the Parties shall attempt to mutually resolve the matter through negotiations. In the event no resolution is possible, the Parties shall proceed to arbitration, before a single arbitrator, to be appointed by the company. The Company shall make the appointment of the sole arbitrator within 2 weeks of notice of the failure of negotiations (which may be given by either party). The decision of the sole arbitrator shall be final and binding on the parties. The arbitral seat shall be in Chennai and Indian law, as applicable, shall govern proceedings.
- iii. **Jurisdiction-** The Courts at Chennai, India shall have exclusive jurisdiction to adjudicate any dispute arising under, out of or in connection with these Terms and Conditions or any usage of the the platform.

THE APP IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS APP AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE

TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO [THE LESSER OF] [THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE [] MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING [OR] [\$]. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.]

INDEMNIFICATION

You hereby agree to indemnify and hold harmless the company (and any of its parents, subsidiaries, affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents) from and against all claims, liability, and expenses including legal fees and costs, that may arise out of your use of this App or your breach of any provisions of this agreement. The company reserves the right at your expense, to assume the exclusive defense and control of any matter for which indemnification is sought by the company from you, furthermore, you agree to cooperate with the company's defense of these claims.