

## **TERMS OF USE**

This document is an electronic record generated by a computer system and does not require any physical or digital signatures.

These terms of use ("**Terms**") along with the [Privacy Policy](#) altogether constitute a legally binding agreement (this "**Agreement**") between You and Next On Map (herein referred to as "**Our**", "**We**", "**Us**") with respect to Your use of Our Platform and Services.

### **1. YOUR APPROVAL**

1.1 You may accept these Terms only if:

- (a) You are a natural Person, are of the legal age, eligibility and mental capability to form a binding contract.
- (b) You are a juristic Person, are lawfully existing and have all the authorizations, permits and allowances to enter into these Terms and form a binding contract.
- (c) You are not legally barred or restricted from accessing the Platform or using the Services or any part of it.

1.2 We do not want You to access the Services if You do not understand, approve of or accept each and every term specified in these Terms. Hence, You are requested to read and understand the Terms carefully before approving, accepting and agreeing to be bound by it.

1.3 You will be deemed to have accepted these Terms by availing Services available on the Platform.

### **2. PROVISION OF SERVICES**

2.1 Services provided to You are subject to Your acceptance and approval of these Terms. You are requested not to use and/ or access the Platform, Services and/ or any part thereof if You do not approve of, agree with and accept each and every term of these Terms.

2.2 The purpose of Services is to provide the Platform containing various useful information about clean washrooms, places to travel etc.

2.3 You agree and acknowledge that provision of Services to You is dependent on the information You provide to access such Services. You shall ensure that all such information provided by You is always true, accurate, complete and updated.

2.4 While the Services are available to Users free of cost, We reserve the right to amend these Terms and impose a cost on the Services in future. We will use reasonable efforts to give You a prior intimation as and when any part of free Service becomes a paid Service. If, after being so intimated, You access paid parts of Services, cost for such paid Services shall become due and payable by You to Us and We shall have a right to recover the cost for provision of such paid Services to You, from You.

2.5 Subject to applicable Law, We may stop certain provision of Services, permanently or temporarily, or may modify or change the nature of Services and/ or these Terms at Our sole discretion, without any prior notice to You. Your use of Services following any such modification shall constitute Your deemed acceptance of these Terms (or as it may be modified).

2.6 We reserve the right to terminate accounts which appropriate the name, e-mail address, or other personally identifiable information of another individual or provide incomplete or improper personal details like name, contact number or other personal identifiable information.

2.7 We also reserve the right to refuse to approve an account of any individual or terminate an existing account with or without cause or notice (other than any notice required by applicable Law and not waived herein) for any reason at any time.

### **3. USE OF SERVICES**

- 3.1 In order to use Services, You will require accessing the Platform through internet in such form and manner as provided by Us. We may update the Platform from time to time in order to ensure a better experience for the Users.
- 3.2 You will solely be responsible for maintaining the privacy and confidentiality of Your access details with respect to Your account. Any access to or use of Your account shall be construed as access or use of such account by You. You are solely responsible for all activities that occur with use of Your account. If You become aware of any unauthorized use of Your account, then You may immediately notify Us.
- 3.3 Use of the Platform to seek information
- 3.3.1 Through the Platform, We facilitate the Users to seek various type of information provided by Us on the Platform. The information includes places to visit, list of clean washrooms and such other information as may be added by Us from time to time.

### **4. RESTRICTIONS ON USE OF SERVICES**

- 4.1 You agree that You will not use the Services for any purpose that is illegal, unlawful or prohibited by this Agreement. You will not attempt to engage or engage in any activity that may:
- (a) reverse engineer, decompile or otherwise extract the source code(s) related to the Platforms or Services or any part thereof, unless it is expressly permitted by Us in writing or is required by applicable Law;
  - (b) use any robot, spider, retrieval application, or other device to retrieve or index any portion of Platform or Services;
  - (c) collect information about other Users in any illegal or unlawful manner for any illegal or unlawful purposes;
  - (d) register on the Platform to access Services or create any accounts by automated means or under false or fraudulent pretences for using the Services;
  - (e) transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Platform or Services;
  - (f) use Services in any manner that can damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Services, or interfere with any other third party's access to and/or enjoyment of Services;
  - (g) carry out any denial of service or any other harmful attacks on the Platform or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Services or any part of Services or any User; or
  - (h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any part of the Platform.
- 4.2 You will not circumvent or disable any digital rights management, usage rules, or other security features of the Platforms; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platforms; and not use Services in any manner that threatens or is likely to threaten the integrity, performance or availability of Services to You or to Users generally.

## **5. TERM AND TERMINATION**

- 5.1 You are bound by these Terms at all times You login to Our Platform to avail the Services.

## **6. INTELLECTUAL PROPERTY RIGHTS AND DATA OWNERSHIP**

- 6.1 Use of Services shall, at all times, be governed by and subject to the applicable Laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property and You agree to abide by such Laws. You shall solely be responsible for any violation of any Law or for any infringement of any intellectual property rights caused pursuant to Your use of Services.
- 6.2 Subject to applicable Law, ownership of all intangible and/ or intellectual property developed, creating or existing (including any data generated as a result of Services) pursuant to Your use of the Services, shall ab initio rest with Us. Nothing in these Terms shall be construed as granting of any implied licenses by Us and all rights not expressly granted to You are reserved solely by Us.
- 6.3 You acknowledge that certain underlying technology or software used by Us in connection with Services and certain Services may contain rights of other Users or a third party and for use any such third party's intellectual property, You may need to get permission directly from the owner of such intellectual property.
- 6.4 All third parties owning any intellectual property have a right to take appropriate actions against any User for any violation, infringement or passing off by such User. We respect the intellectual property rights of all Persons and do not hold any responsibility for any violations of any intellectual property rights by You or other Users.

## **7. LIMITATION OF LIABILITY**

- 7.1 Use of Services by You is entirely at Your own risk and We shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to any User's use of Services.
- 7.2 Provision of the Platform does not constitute an institution of agency between Us and any of Our Users. Our relationship with each and every individual User shall be on a principal-to-principal basis only. You are solely responsible for any breach of Your obligations under this Agreement, applicable Law and/ or the consequences of any such breach.
- 7.3 The Platform may include/ display links to other online platforms which are outside Our control and may contain materials that are objectionable, unlawful or inaccurate. We do not endorse or support such third-party links or the products and/ or services they provide, hence, We shall not be responsible or liable for the content, accuracy or authenticity of such third party links.

## **8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 8.1 You represent and warrant that:
- (i) You are lawfully existing under applicable Laws and have full power and authority to enter into, execute and deliver this Agreement;
  - (ii) You have all necessary and valid authorizations required for performance of Your obligations under this Agreement;
  - (iii) this Agreement constitutes a legal, valid and binding obligation on You, enforceable against You;
  - (iv) You have accepted this Agreement relying on Your own business judgment and You have not been induced by any Person; and
  - (v) execution, delivery and performance of this Agreement by You shall not

- (a) violate any provision of the territorial and/ or jurisdictional laws applicable to You;
- (b) conflict with or result in material breach or violation of any terms, or constitute default under, any other agreement by which You are bound;
- (c) violate any order, judgment or decree against, or binding upon, Your; or
- (d) violate any Law or regulation of India or any other country in which You maintain Your principal office (in case You are a corporate Person) or of which You are a citizen and a resident (in case You are a natural Person).

8.2 We disclaim all warranties in relation to access to or provision of Platform or Services, whether express or implied, including but not limited to:

- (a) Services being constantly available or available at all;
- (b) Services being successfully executed in all cases;
- (c) Services being always functional without any disruption, delay or error;
- (d) User's ability to use the Services, directly or indirectly;
- (e) Users' satisfaction with the Services;
- (f) the accuracy of the data provided in the course of Service;
- (h) that all bugs or errors in relation to Services will be fixed or corrected;
- (i) that Platform will be compatible with all devices, all networks and all browsers;
- (j) that use of Services is fit for a particular purpose or use, except as provided herein; or
- (k) that Services are accessible in every location.

8.3 Users shall defend, indemnify and hold Us harmless from and against any third party claims, actions, demands, liabilities, judgments, and settlements, including without limitation, any loss or damage suffered by Us (including loss of reputation and/ or goodwill) and including reasonable legal fee that may result from or alleged to result from (a) such User's unauthorized, illegal and/ or unlawful access to or use of the Services; (b) such User's breach of any rules, regulations and/ or orders under any applicable Law; and (c) such User's breach of any obligation under this Agreement.

## **9. GOVERNING LAW AND JURISDICTION**

9.1 These Terms shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to these Terms shall be settled in the courts located at New Delhi, India.

## **10. MISCELLANEOUS**

10.1 Severability: If any provision of these Terms is determined to be unenforceable then such provision shall, to that extent, be deemed deleted from these Terms and the legality, validity and enforceability of the remaining provisions of these terms shall not be in any way affected. Any act of either Us or the You, done prior to the provisions being held unenforceable shall be deemed to be valid and binding on the other.

10.2 Assignment: You shall not assign or transfer any of Your rights or liabilities under these Terms to any other Person, however, We may freely assign Our rights and benefits (in full or in part) under these Terms to any Person. You acknowledge that We have a right (but not the obligation) to deliver the Services either ourselves, or through any third parties.

- 10.3 Force Majeure: We will not be liable for any failure or delay in the performance of this Agreement due to reasons beyond Our reasonable control, including acts of war, epidemic/pandemic, acts of God, earthquake, flood, riot, embargo, sabotage, Governmental act or failure of the internet.

## 11. DISCLAIMERS

- 11.1 We reserve the right, at any time, to add to, change, update, or modify these Terms so please review it frequently. We will endeavour to inform You of any changes incorporated in these Terms that are significant (in Our opinion), however, You are requested to regularly visit and review this page.

## 12. CUSTOMER SUPPORT

- 12.1 Customer Support: You can reach our customer support team to address any of your queries or complaints at **nextonmap19@gmail.com**.

## 13. DEFINITIONS AND INTERPRETATION

- 13.1 All the capitalized terms contained in these Terms that have not been defined elsewhere, shall mean as follows:

- (a) **"App"** shall mean an android and/ or an IOS application which can be downloaded from Play Store or AppStore, respectively.
- (b) **"Government"** or **"Governmental Authority"**, for the purposes of these Terms, means any statutory authority, Government department, agency, commission, board, tribunal, court, or other entity in India, or abroad, as applicable, authorized to make Laws.
- (c) **"Law"** or **"Laws"** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government Authority, tribunal, board or court, in India or abroad, as applicable.
- (d) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.
- (e) **"Platform"** shall mean the App downloadable from third party service providers, including any updates thereof, as We may provide from time to time.
- (f) **"User"** shall mean a Person who or which has successfully logged in on the Platform.
- (g) **"Services"** shall mean and include the services provided by Us.
- (h) **"You"** or **"Your"** shall mean a User who accesses or uses the Platform or Services, as provided from time to time.

- 13.2 Any reference to the singular includes a reference to the plural and vice versa; any reference to one gender includes a reference to the other gender(s), unless explicitly stated otherwise.

- 13.3 Headings and captions are used for convenience only and not for interpretation of the Agreement.

- 13.4 Any reference to a natural Person shall, include his/her heirs, executors and permitted assignees and any reference to a juristic Person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

Last Updated on: 14/04/2022

## **PRIVACY POLICY**

This privacy policy ("**Privacy Policy**") along with the [Terms](#), together constitute a legally binding Agreement between You and Us, with respect to Your use of Our Services. Any terms used herein which begin with a capitalized letter shall have such meaning as assigned to it under the Terms or under the respective clauses of this Privacy Policy.

### **1. BACKGROUND**

- 1.1 We take the privacy of Our Users very seriously and are committed to safeguarding their privacy while providing a personalized and valuable access to Our Platform.
- 1.2 You agree and understand that access to Services is conditional upon Your approval of this Privacy Policy. You agree that Your use of Services includes Your consent to collection, retention and use of Your information in accordance with the terms of this Privacy Policy and as per the applicable law.
- 1.3 No Information Collected through the Platform is rented or sold to any third party by Us, unless expressly stated otherwise. When You use Our Services, a high standard of security is maintained by Us in respect of Information Collected from You, however, You agree and understand that transmission of information *via* internet or telephone networks is not completely secure. While We do Our best to protect the Information Collected, particularly Your Personal Information, We cannot ensure the security of Your data transmitted *via* the internet, telephone or any other networks which are not in Our control.

### **2. INFORMATION COLLECTED**

- 2.1 In order to provide Services, We automatically track and collect the following categories of information when You access and/ or use the Platform ("**Traffic Data**"):
  - (a) IP addresses;
  - (b) Domain server details; and
  - (c) Other information with respect to Your device, interaction of Your device with the Platform, other websites and applications.
- 2.2 In order to provide the Services, We may require You to provide Us with certain information that personally identifies You ("**Personal Information**"). Personal Information includes the following categories of information:
  - (a) Contact data (such as e-mail address, phone number and any extra contact details); and
  - (b) Demographic data (such as time zone, postal address and location details).
- 2.3 You agree and understand that if You communicate with Us by, for example, e-mail or letter, any information provided in such communication may be collected, retained and used by Us as per the terms of this Privacy Policy.
- 2.4 We may transfer alphanumeric identifiers to Your device through Your web browser to enable Our systems to recognize Your browser, remember information specific to You and/ or provide certain features to You ("**Cookies**"). We may place both permanent as well as temporary Cookies in Your device, however, such Cookies shall not contain any of Your Personal Information. We do not control and are not liable for any Cookies placed by third parties on Your device.
- 2.5 Traffic Data, Personal Information and such other information as may be collected pursuant to this Privacy Policy, together constitute the information collected by Us pursuant to Your use of Our Platform and/ or Services ("**Information Collected**").

### **3. USE OF INFORMATION COLLECTED**

- 3.1 We use the Information Collected in such manner that enables Us to provide the Platform, Services and/ or any parts thereof to You in an effective way, including using Information

Collected to:

- (a) assist You in accessing the Services and/ or any part(s) thereof;
- (b) build Your profile;
- (c) prevent any potentially illegal activity and to screen and prevent undesirable or abusive activity during provision of Services and/ or any part thereof;
- (d) monitor, maintain, troubleshoot and/ or improve the Services and/ or any associated features, including evaluation of or devising new features for the Platform;
- (e) perform statistical and/ or other analysis of the Information Collected;
- (f) analyze and measure Your behavior and trends;
- (h) audit Your usage of Our Platform or Services.

3.2 In addition to Clause 3.1 above, We may use the Information Collected (including Personal Information in aggregated form) to aid strategic development, data collection and analytics with respect to the Platform and/ or Services provided by Us and to manage Our relationships with Our advertisers, partners or any third parties.

3.3 The Information Collected shall not be used in any form or manner other than as is described in this Privacy Policy, specifically Clause 3 of this Privacy Policy, and, while We use Our best efforts to protect all Information Collected, this Privacy Policy is not intended to restrict Our use of Information Collected ("**Permitted Use**").

#### **4. DISCLOSURE OF INFORMATION COLLECTED**

4.1 Notwithstanding anything else contained in this Agreement, We do not disclose any personally identifiable Personal Information to any third parties.

4.2 Subject to Clause 4.1 above, We use Our best efforts to use personally identifiable Personal Information in aggregate form so that no individual Person is identified by the third parties with which such information is shared.

4.3 We reserve the right to disclose any Information Collected if, in Our reasonable opinion, such disclosure is (a) required by applicable Law; or (b) necessary to protect and defend Our or Our Users' rights, property and/ or personal safety; or (c) a Permitted Use.

#### **5. CONFIDENTIALITY**

5.1 We use Our best efforts to keep confidential any Information Collected which is marked confidential or may be of confidential nature in Our opinion, with the exception of such information which (a) was already known to Us prior to collecting such information from You; (b) was received from a third party which is not subject to similar confidentiality restrictions; (c) is independently developed by Us; and/ or (d) is permitted to be disclosed by applicable law.

5.2 Except as otherwise provided in this Privacy Policy, We will keep all the Personal Information private and will not share it with third parties, unless We have a *bona fide* belief that such disclosure is necessary for Permitted Use or to:

- (a) comply with a court order or any other legal process;
- (b) protect Our, Users' or third parties' rights, property and/ or safety;
- (c) enforce the Agreement; and/ or
- (d) respond to any claims.

#### **6. SECURITY**

- 6.1 Although We make best possible efforts to transmit and store all the Information Collected in a secure operating environment that is not open to public, You understand and acknowledge that there is no such thing as complete security and We do not guarantee that there will be no unintended disclosures of any Information Collected.
- 6.2 If We become aware that any of Your Information Collected has been disclosed in a manner that is not in accordance with this Privacy Policy, We will use the best efforts to notify You of the nature and extent of such disclosure (to the extent We know that information) as soon as reasonably possible and as permitted by Law.
- 6.3 Pursuant to Your use of Our Services, You may access links to third party websites or applications, including advertisements and/ or promotions. The privacy policies of such third party links are not under Our control, hence once You leave Our servers, use of any information provided by You will not be governed by this Privacy Policy.

## **7. UPDATES AND CHANGES TO PRIVACY POLICY**

- 7.1 We reserve the right, at any time, to add to, change, update, or modify this Privacy Policy so please review it frequently. We will endeavor to inform You of any changes incorporated in this Privacy Policy that are significant (in Our opinion), however, You are requested to regularly visit and review this page.

## **8. YOUR ACCEPTANCE AND RIGHTS**

- 8.1 You accept this Privacy Policy by accepting the Agreement and/ or accessing the Services.
- 8.2 You have a legal right to a copy of Your Personal Information held by Us and to correct any errors in such Personal Information. You also have a right to request that We cease to use Your Personal Information for direct marketing purposes, unless agreed to the contrary under the Terms.
- 8.3 You may approach Us at **nextonmap19@gmail.com** to address any queries, concerns, discrepancies or grievances with respect to Your Information Collected or this Privacy Policy. We will use Our best efforts to redress the grievances expeditiously, within 1 (one) month from the date of receipt of such grievance.