# **Terms and Conditions**

This End User License Agreement along with the Privacy Policy ("EULA"), is a binding agreement between Webstac Software Private Limited (WSPL) and the end user who access or avail the Application (defined below) and the Content in accordance with the terms of their subscription plan and this EULA ("you"/"your") of the Application (defined below). This EULA is an electronic record under Information Technology Act, 2000 and the rules there under as applicable and the amended provisions pertaining to electronic records in various statutes under applicable Indian laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.

BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THE EULA, OR OTHERWISE HAVING ACCESS TO, RECEIVING, AND/OR USING THE SENSE APPLICATION ("APPLICATION"), YOU HEREBY CONFIRM TO HAVE READ, UNDERSTOOD AND AGREE TO BE GOVERNED AND BOUND BY, THIS EULA, AND THE PRIVACY POLICY ("POLICY") WHICH IS INCORPORATED BY REFERENCE AND FORMS PART OF EULA AND ANY OTHER RULES OR GUIDELINES, AS MAY BE ISSUED BY Webstac Software Private Limited (WSPL) WITH RESPECT TO THE APPLICATION, FROM TIME TO TIME. YOU MAY ACCESS THE PRIVACY POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THE EULA, PLEASE DO NOT CLICK THE "I ACCEPT" BUTTON OR DOWNLOAD OR INSTALL THE APPLICATION.

Webstac Software Private Limited (WSPL) reserves the right to modify the EULA at any time at its sole discretion, with or without any prior notice to you. It is your responsibility to review the EULA from time to time. You will be deemed to have accepted the terms of the EULA, as amended, if you continue to access the Application after the EULA is modified. Discontinuing use of this Application will not affect the applicability of the EULA to your prior uses of the Application.

You acknowledge and confirm that Webstac Software Private Limited (WSPL) is merely acting as a passive conduit to facilitate storage, transfer of the Content and therefore Webstac Software Private Limited (WSPL) is an intermediary under the Information Technology Act, 2000 as amended and the relevant rules made thereunder. This EULA is deemed to be published and shall be construed in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 under Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the Content.

### 1. Registration:

1. In order to access any information, content (including files, media, videos, music, images, text) which you may have authorized access to as part of, or through your use of, the

- Application, you will be required to download and install the Application on your Device (defined below). At the time of installation of the Application, the Application will require your permission to enable it to find the location of your Device, modify or delete SD card contents, read phone statistics and identity, mount and un-mount file systems, etc. You acknowledge that you are agreeable to providing such permissions.
- 2. If you are under the age of 18 years, you should review this EULA with your parent or legal guardian to make sure that you and your parent or legal guardian understand and agree to it and further if required your parent / legal guardian shall perform or undertake such activities to enter into a legally binding agreement with Webstac Software Private Limited (WSPL).
- 3. In order to access and use the Content, you are required to create a user account with Webstac Software Private Limited (WSPL) for the Application. You agree not to reveal your user account information to anyone. You are solely responsible for maintaining the confidentiality and security of your user account and for all activities that occur on or through your user account. You agree to immediately notify Webstac Software Private Limited (WSPL) of any security breach of your user account. Webstac Software Private Limited (WSPL) shall not be responsible for any losses arising out of the unauthorized use of your user account. You confirm and warrant that all the data and information supplied by you when you register for subscribing the services and provided by you to Webstac Software Private Limited (WSPL) is true, current, complete and accurate in all respects.
- 4. On creation of a user account and on subscribing to specific Content, you shall be able to access/view/stream/download the Content as per the subscription plan selected by you. You may at the sole discretion of Webstac Software Private Limited (WSPL) be permitted to write comments/reviews/feedback regarding the Content on social networking websites through the social networking capabilities incorporated in the Application. You shall not post any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any comments/reviews/feedback constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law or regulation. You give Webstac Software Private Limited (WSPL) express rights and consent to display your rating / review in relation to the relevant Content on the Application/website, including making it available to other members for viewing. These features may change without notice

- to you and the degrees of associated information sharing and functionality may also change without notice.
- 5. Webstac Software Private Limited (WSPL) is free at its sole discretion to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("User Feedback"), including responses to questionnaires or through postings to the submissions. without Application and user compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Webstac Software Private Limited (WSPL)'s service offering including Application. By posting / submitting any User Feedback / user submission on the Application, you grant Webstac Software Private Limited (WSPL) a perpetual, worldwide, non-exclusive, royalty-free irrevocable, sub-licensable license and right in such User Feedback / user submission to Webstac Software Private Limited (WSPL), including the right to display, use, reproduce, or modify the User Feedback / user submission in any media, software or technology of any kind now existing or developed in the future. Webstac Software Private Limited (WSPL) reserves the right to remove User Feedback / user submission at sole discretion and/or upon on request of any third party that such User Feedback / user submission may create liability for Webstac Software Private Limited (WSPL) or harm the reputation of Webstac Software Limited (WSPL) offensive, inappropriate, or are defamatory, obscene or libellous in nature.
- 6. Operators of public search engines have the permission to use functionalities like spiders to copy materials from the Application for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion. You agree not to collect or harvest any personally identifiable information, including account names, from the Application, nor to use the communication systems provided by the Application for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Application with respect to its user submissions

#### 2. Grant of License:

1. Software License: You hereby agree that all rights, title and interests in the Application vest with Webstac Software Private Limited (WSPL) or its licensors. Subject to your strict and full compliance with the EULA, Webstac Software Private Limited (WSPL) hereby grants you a revocable, non-exclusive, non-transferable, non-sub-licensable, limited license, to download, install and use the Application on Devices owned and

controlled by you, and to access and use the Content only through the Application on such Devices, strictly in accordance with the terms of the EULA and as per the subscription plan selected by you. The Application includes (i) the software application in object code/source code that you may access and download and the scripts, interfaces, graphics, displays, text, documentation and other components/associated data and information made available to you as part of the software; and (ii) any updates, modifications, or enhancements to (i) or any part thereof, as may be provided by Webstac Software Private Limited (WSPL)

- 2. Content License: "Content" shall include all visual and audio-visual works, including all interactive content, texts. photographs, etc., made available to you through Application. The Content is owned by Webstac Software Private Limited (WSPL) or by third party content providers and licensed to Webstac Software Private Limited (WSPL). Subject to your strict and full compliance with the EULA, Webstac Software Private Limited (WSPL), hereby grants you for a term of vour subscription package and for the territory of India a personal, limited, non-exclusive, non-transferable, revocable license to use Content for your private and personal non-commercial viewing/streaming/downloading, through your Device in accordance with the subscription plan selected by you.
- 3. Except for the rights expressly stated herein, no other rights are granted to you with respect to the Application or the Content, either by implication, estoppel, or otherwise.

## 2. Terms of Accessing the Application and the Content:

- 1. The Application is merely intended as a means to deliver the Content. Your access to the Application and the Content signifies your consent to view / receive all such Content. You agree and acknowledge that by use of the Application, you do not acquire ownership in the Application or the Content. You shall view the Content only by way of browsing/download or any other functionality provided by the Application only. You agree to view the Content for your personal, non-commercial use only, and strictly in the manner permitted under this EULA and in accordance with the subscription plan selected by you.
- 2. Application and all Content, including all text, graphics, trademarks, logos, photographs, audio visual content, and other material made available through the Application constitutes material proprietary to Webstac Software Private Limited (WSPL) or its content providers, and is protected by applicable intellectual property laws, and may not be used by You, except as permitted by Webstac Software Private Limited (WSPL).
- 3. Webstac Software Private Limited (WSPL) may, in its sole discretion, and without any obligation or liability towards you (including refund or credits for any subscription fee whether in

- full or in part thereof), add or delete one or more Content, or any feature from the Application, or modify the Subscription Fee (defined below) for the Content or any of your rights or authorizations at any time, without any notice to you. You agree to abide by the changes made under this provision.
- 4. Use of the Application requires: (i) compatible devices including Internet enabled devices, now known or later developed, including all mobile devices, smart phones, phablets, tablets, television sets, personal digital assistants, gaming consoles, kiosks, portable players, wearable gear such as Google Eye Glass or the Samsung Gear, etc. ("Device"), and (ii) Internet access. Further, certain software (fees may apply), in your Device or in the Application may require periodic updates and use of the Application along with its performance may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of the Application is recommended to access the Content and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility.
- 5. From time to time, and without prior notice to you, Webstac Software Private Limited (WSPL) may provide updates of the Application, or may issue upgraded versions of the Application. However, Webstac Software Private Limited (WSPL) shall be under no obligation to do so. All updates/upgrades provided by Webstac Software Private Limited (WSPL) will be subject to the terms of this EULA.
- 6. The Application may contain the links or pointers to other websites but you should not infer or assume that Webstac Software Private Limited (WSPL) operates, controls, or is otherwise connected with these other websites. When you click on a link within the Application, Webstac Software Private Limited (WSPL) may not warn you that you have left the Application and are subject to the terms and conditions (including privacy policies) of another website. Please be careful to read the terms of use and privacy policy of any other website before you provide any confidential information or engage in any transactions. You should not rely on this EULA to govern your use of another website. Webstac Software Private Limited (WSPL) is not responsible for the content or practices of any other website even if it links to the Application even if the website is operated by a company affiliated or otherwise connected with Webstac Software Private Limited (WSPL). You acknowledge and agree that Webstac Software Private Limited (WSPL) is not responsible or liable to you for any content or other materials hosted and served from any website other than the Application.

### 2. Restrictions on use of the Application and the Content

- 1. You shall use the Application strictly in accordance with this EULA and shall not: (i) decompile, disassemble, reverse engineer or attempt to derive the source code of or in any manner decrypt the Application; (ii) make any modification, adaptation or improvement, enhancement, or derivative work from the Application or incorporate any portion of the software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service; (iii) violate any applicable laws or regulations including but not limited to copyright act, import and export control laws and regulations in connection with your access or use of the Application or the Content; (iv) remove or obscure any notice (including any notice of copyright or trademark) forming a part of the Application or the Content; (v) use the Application or the Content for any revenue generation endeavor, or any other purpose for which it is not designed or intended; (vi) install, use or permit the Application to exist on more than one Device at a time or on any other applicable device, other than by means of your separate downloads of the Application, each of which is subject to a separate license; (vii) distribute or link the services being provided to multiple devices, or other services; (viii) make available the Application over a network or other environment permitting access or use by multiple users at the same time or where it could be used by multiple devices at the same time, whether or not the same is for commercial use; (ix) use the Application for data mining, scraping, crawling, redirecting, or for any purpose not in accordance with the terms of the EULA; (x) use the Application to attempt to interfere with the proper display of the Content; (xi) use the Application for undertaking any hacking activities like breaching or attempt to breach the security of another user or attempt to gain access to any other person's computer, software or data without the knowledge and consent of such person; (xii) use the Application for creating a service or software that is directly or indirectly, competitive with the Application or any services offered by Webstac Software Private Limited (WSPL); or (xiii) derive any confidential information, processes, data or algorithms from the Application.
- 2. You also expressly agree not to engage in any use or activity that (a) may interrupt, destroy, alter, damage, delay, or limit the functionality or integrity of the Application or the Content including that of, any associated software, hardware, telecommunications or wireless equipment; (b) may manipulate identifiers, or numeric information to disguise the origin of any user, device, material or other information; (c) may interfere with the proper working of the Application or prevent others from using the Application; or (d) may delete the copyright and other proprietary rights notices on the Application.

- 3. You agree not to use the Application for any activity relating to infringement of any intellectual property rights, including any trademarks, service marks, or trade names, privacy rights, personality rights, or any other proprietary rights of any third party. You shall not use the Application and access the Content through the Application outside the territory of the Republic of India, unless permitted by Webstac Software Private Limited (WSPL). Webstac Software Private Limited (WSPL) shall have the right to use various technologies and digital rights management mechanisms to enforce this territorial restriction and/or to verify your compliance with this restriction.
- 4. Nothing contained herein shall be construed or implied to grant any right or license to use any trademarks, trade names, service marks or logos, which are a part of the Application or the Content, without the prior written consent of the owner of rights in such marks.
- 5. You agree not to incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Webstac Software Private Limited (WSPL).
- 6. You shall not access the Content by any means other than through the Application You shall, unless explicitly provided herein, neither directly nor through the use of any device, software, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, / re-publish, modify, translate, broadcast, perform, publicly display, sell, transmit or retransmit, edit, re-use, adapt, incorporate or create any derivative works of, any Content streamed / viewed / downloaded from the Application.
- 7. You are permitted to use and exploit a particular Content only in accordance with the rights granted by Webstac Software Private Limited (WSPL) for that particular Content in accordance with your subscription package. You agree not to, or permit anyone else to, circumvent, disable or otherwise interfere with security-related features and any digital rights management mechanisms of the Application including the features that prevent or restrict use or copying of any Content provided to you through the Application. You agree that Webstac Software Private Limited (WSPL) shall have no liability for, and you agree to defend, indemnify and hold Webstac Software Private Limited (WSPL) harmless against, any claims, losses or damages arising out of, or in connection with, your unauthorized use of any Content and/or Application.
- 8. Webstac Software Private Limited (WSPL) does not endorse any Content made available through the Application, or any opinion, recommendation, or advice expressed thereon by any user and Webstac Software Private Limited (WSPL) expressly disclaims any and all liability in connection with such views or opinions or comments provided by the users.

- 9. Webstac Software Private Limited (WSPL) shall use reasonable efforts to make the Content available to the users, at all times through the Application. However, the Content is provided over the Internet, data and cellular networks and so the quality and availability of the same may be affected by factors outside Webstac Software Private Limited (WSPL)'s control. Accordingly, Webstac Software Private Limited (WSPL) does not accept any responsibility for unavailability of the Application and/or Content, at any time. Webstac Software Private Limited (WSPL) will not be responsible for any support or maintenance for the Application.
- 10. Part of the Application may contain advertising information or promotion material or other material submitted to the Webstac Software Private Limited (WSPL) by third parties. Responsibility for ensuring that material submitted for inclusion on the Application complies with applicable international and national exclusively the party providina on information/material. Your correspondence or business dealings with, or participation in promotions of advertisers including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Before relying on any advertising material, you should independently verify its relevance for your purpose, and should obtain appropriate professional advice. Webstac Software Private Limited (WSPL) shall not be responsible nor liable for any loss or claim that you may have against an advertiser or any consequential damages arising on account of you relying on the contents of the advertisement.

#### 2. **Fees:**

- 1. The Application may be downloaded through an online store/e-store as per the terms and condition applicable for such download including this EULA.
- 2. You hereby agree that for subscribing to any Content or any Content package (which may contain more than a single audio-visual content), you shall be required to pay the requisite subscription fee to Webstac Software Private Limited (WSPL), as per the subscription plan selected by you ("Subscription Fee"). The Subscription Fee is not inclusive of applicable taxes. Taxes will be charged and collected as applicable from time to time.
- 3. At the time of subscribing for the Content, you agree to Webstac Software Private Limited (WSPL)'s collection of the Subscription Fee and involved taxes, associated with the subscribed Content as selected by you, through your credit (or debit) card/net banking using the payment gateway or through other modes of payment authorized by Webstac Software Private Limited (WSPL).
- 4. You understand and acknowledge that Webstac Software Private Limited (WSPL) only facilitates the third party payment gateway

for processing of payment. This facility is managed by the third party payment gateway provider and you are required to follow all the terms and conditions of such third party payment gateway provider. You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that Webstac Software Private Limited (WSPL) shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud.

- 5. The subscribed services will automatically be terminated once the subscription period is over and the Subscription Fee for renewal is not paid within a grace period if any, after the expiry of the prior Subscription Period. Unless otherwise specified, Subscriptions Fee once paid is non-refundable; except as provided under sub-clause 5.6.
- 6. You shall be entitled to a refund of the Subscription Fee on a pro-rata basis, only if Webstac Software Private Limited (WSPL) terminates the license to the Application and the Content, for no cause via mode and medium convenient to Webstac Software Private Limited (WSPL).
- 7. By using this Application, you acknowledge that the Content available via the Application may be accessed through telecommunications/internet connection. You are responsible provision of. and payment telecommunications/internet services including, the relevant network or data charges, roaming charges or other costs or fees and for any other items of hardware or communications equipment necessary to enable you to access the subscribed services. Webstac Software Private Limited (WSPL) will not be responsible, nor will you be entitled for any refunds of Subscription Fee for unavailability of the Content due to disruption, unavailability, or failure in your telecommunications equipment or internet connection or other relevant services.

## 2. Rights of Webstac Software Private Limited (WSPL):

- 1. Webstac Software Private Limited (WSPL), in its sole discretion, may terminate or suspend your access to the Content without any obligation to serve any prior notice and without any obligations or liabilities towards you or towards any third parties, except as provided under the sub-Clause 5.6 above.
- 2. Upon your breach of this EULA, the Policy or any other restrictions or guidelines of Webstac Software Private Limited (WSPL) for use of the Application and/or accessing any of the Content, Webstac Software Private Limited (WSPL) reserves the right to take any responsive actions which Webstac Software Private Limited (WSPL) may deem appropriate. Such actions may

- include (but may not be limited to) temporary or permanent removal of Content, termination of your subscription or immediate suspension or cancellation of your access to the Content via the Application, without any obligation of Webstac Software Private Limited (WSPL) to refund any Subscription Fee whether in whole or in any part thereof.
- 3. Webstac Software Private Limited (WSPL) may take any other legal or technical action against you that Webstac Software Private Limited (WSPL) may deem appropriate, including any action against offenders to recover the costs and expenses of identifying them.
- 4. Upon cancellation of your subscription service, Webstac Software Private Limited (WSPL) will be authorised to delete any files, programs, data and email messages associated with your account/usage.
- 5. Webstac Software Private Limited (WSPL) may directly or through third party service providers send information to you about the various services offered by the Webstac Software Private Limited (WSPL) from time to time.

## 2. Indemnity:

1. You shall defend, indemnify and hold harmless, Webstac Software Private Limited (WSPL), its affiliates, any third party networks / infrastructure providers and their respective directors, officers, personnel, contractors and agents, for and against any and all claims, suits, judgment, losses, damages, cost and expenses arising or relating to your use of the Application and/or the Content or your breach of the terms of the EULA or the Policy or any other restrictions or guidelines provided by Webstac Software Private Limited (WSPL). This indemnification obligation will survive this EULA and Your use of the Application / Content.

#### 2 Disclaimer of Warranties:

1. THE APPLICATION AND ALL CONTENT PROVIDED THROUGH THE APPLICATION, IS PROVIDED ON AN "AS-IS" AND "WITH ALL FAULTS AND RISKS" BASIS, WITHOUT WARRANTIES OF ANY KIND. Webstac Software Private Limited (WSPL) DOES NOT WARRANT, EXPRESSLY OR BY IMPLICATION, THE ACCURACY OR RELIABILITY OF THE APPLICATION OR ANY CONTENT OR ITS SUSTAINABILITY TO THE MAXIMUM EXTENT FOR A PARTICULAR PURPOSE. PERMITTED UNDER APPLICABLE LAWS, Webstac Software Private Limited (WSPL) DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE APPLICATION AND THE CONTENT OR ANY MATERIAL THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY CONTENT WILL BE AVAILABLE THROUGHOUT TERM AS PER USER'S SUBSCRIPTION PACKAGE. WITHOUT LIMITING THE

- GENERALITY OF THE FOREGOING, Webstac Software Private Limited (WSPL) DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENT OR GOVERNMENTAL AGENCY.
- 2. To the maximum extent permitted by applicable law, Webstac Software Private Limited (WSPL) provides no warranty on use of the Content and shall not be liable for the same under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Webstac Software Private Limited (WSPL) also disclaims all liability with respect to the misuse, loss, modification or unavailability of any Content

## 2. Limitation of Liability:

- 1. YOU ASSUME THE ENTIRE RISK OF USING THE APPLICATION AND THE CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Webstac Software Private Limited (WSPL) BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE OR ACCESS, THE APPLICATION OR THE CONTENT OR FOR ANY SECURITY BREACH OR ANY VIRUS, BUG, UNAUTHORIZED INTERVENTION, DEFECT, OR TECHNICAL MALFUNCTIONING OF THE APPLICATION, WHETHER OR NOT FORESEEABLE OR WHETHER OR NOT Webstac Software Private Limited (WSPL) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT, OF OR IN CONNECTION WITH, YOUR USE OF, OR ACCESS TO, THE APPLICATION OR THE CONTENT. FURTHER, Webstac Software Private Limited (WSPL) SHALL NOT BE LIABLE TO YOU FOR ANY TEMPORARY DISABLEMENT, PERMANENT DISCONTINUANCE OR MODIFICATION OF THE APPLICATION BY Webstac Software Private Limited (WSPL) OR FOR ANY CONSEQUENCES RESULTING FROM SUCH ACTIONS.
- 2. Webstac Software Private Limited (WSPL)'S AGGREGATE LIABILITY (WHETHER UNDER CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) AND THAT OF ITS AFFILIATES SHALL BE LIMITED TO THE AGGREGATE SUBSCRIPTION AMOUNT LAST PAID BY YOU TO ACCESS AND VIEW THE CONTENT.

### 2. Governing Law:

1. This EULA is governed and construed in accordance with the laws of India. The courts in Thane shall have exclusive jurisdiction to hear disputes arising out of the EULA.

## 2. Force Majeure:

1. Webstac Software Private Limited (WSPL) shall be under no liability whatsoever in the event of non-availability of any portion of the Application or subscribed Content occasioned by act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, failure of any public utility, man-made disaster, infrastructure failure or any other cause whatsoever beyond the control of Webstac Software Private Limited (WSPL).

### 2. Copyright Notice and Notice for other Grievances:

1. In accordance with the applicable laws, for any grievance including if, you believe in good faith that the Content or any information viewed through the Application infringes your copyright, you may reach us at contact@webstac.in.

### 2. Waiver:

1. Any failure by Webstac Software Private Limited (WSPL) to enforce the EULA, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.

## 2. Severability:

1. If any of the provisions of this EULA are deemed invalid, void, or for any reason unenforceable, that part of the EULA will be deemed severable and will not affect the validity and enforceability of any remaining provisions of the EULA.

### 2. Entire Agreement:

1. The EULA including the Policy, as amended from time to time, constitutes the entire agreement between the parties and supersedes all prior understandings between the parties relating to the subject matter herein.

## 2. Limited Time To Bring Your Claim:

1. You and Webstac Software Private Limited (WSPL) agree that any cause of action arising out of or related to use of the Application or the Content must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

## 2. Content Complaints

**Webstac Software Private Limited** complies to the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ("**IT Rules 2021**").

### **Complaint Registration**

You can reach out to us at contact@webstac.in for any grievance regarding content published by us which is not in observance or adherence to the provisions applicable to the online curated content publishers under the IT Rules 2021.

Please furnish following details whilst registering your Complaint:

- a. Details of Complainant (Full Name of Complainant, Email ID, SEnSE User ID Login),
- b. Title of content,
- c. Date of viewing,
- d. Details of relevant portion alleging violation of IT Rules 2021,
- e. Detailed grievance/concern, and
- f. Such other particulars as are relevant to the subject matter of the Complaint.
- q. *Please note:*
- Complaint will be considered Incomplete, if any one of the above details are missing;
- Any anonymous and/or pseudo anonymous Complaints shall not be entertained; and
- Any false, misleading or mala fide Complaints shall be subject to applicable Indian laws.

## Redressal Process

Receipt of your Complaint as per above shall be acknowledged within three (3) working days.

- A. *Compliance with IT Rules 2021*: Upon review of Complaint, if the internal committee is of view that the content is in compliance with IT Rules 2021, you shall receive appropriate reply.
- B. Violation of IT Rules 2021: Upon review of Complaint, if the Internal Committee is of view that the content is in violation of IT Rules 2021, we shall evaluate the Complaint thoroughly and communicate to you specifying the requisite action taken to appropriately address the Complaint.

If you have questions or concerns to the above, please contact contact@webstac.in.

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