



## RECORDENT GENERAL TERMS AND CONDITIONS

### 1. Introduction

- (a) The website [www.recordent.com](http://www.recordent.com), its mobile phone application(s), API integration or host to host integration, technical service arrangement/integrations and/or its internet based applications and/or software and its brand Recordent (collectively referred as “Recordent”) is owned and operated by Recordent Private Limited, a company incorporated under the Companies Act, 2013 (18 of 2013), having its registered office at 1<sup>st</sup> Floor, Mid Town Plaza, Road no.1, Banjara Hills, Hyderabad, Telangana - 500033

- 1.1 If a User register with Recordent or submit any material to or use any of Recordent services, Recordent will ask a User to expressly agree to the following (as may be decided that Recordent’s sole and absolute discretion):

- (a) any Terms and conditions;
  - (b) Recordent’s Privacy Policy;
  - (c) Recordent’s End User License Agreement(“**EULA**”);
  - (d) Recordent User Service Agreement
  - (e) Data Integrity standards
- (collectively called the “**Terms**”).

Each of such terms are incorporated and shall form part and parcel of these presents.

- 1.2 Each User is requested to read the Terms carefully before registering, accessing, browsing, uploading or using anything from Recordent.
- 1.3 By accessing or using Recordent, each User agree to be bound by the Terms including any additional guidelines, disclaimers and future modifications.

### 2. Acceptance by the User

- 2.1 Acceptance of the Terms shall constitute a valid and binding legal agreement between Recordent and the User.
- 2.2 A User Understand that the Term shall govern use of Recordent, including any Recordent products, software, data feeds and services.
- 2.3 The Terms apply to all Users, including Users who are also contributors of Information on Recordent. The expression “**Information**” includes the text, scripts, graphics, photos, video, data, intimation, and other materials.
- 2.4 Recordent may use cookies; by using Recordent or agreeing to any Terms, a User consent to the same.
- 2.5 The Recordent has the right to deny registration of a User without assigning any reason whatsoever.
- 2.6 A User shall not impersonate any person or entity or falsely state or otherwise misrepresent age, identity or affiliation with any person or entity.
- 2.7 Each User understand that they are duty bound and responsible to inform and obtain their counterparts that they will be submitting Information to Recordent which may include details of such counterparts and their Information. In this regard from such counterparts they have obtained necessary consent.
- 2.8 Recordent reserves its right to modify any Terms and other policies applicable in general and/or to specific for its offerings, at any time without giving a User any prior notice, and such changes shall be binding on a User.
- 2.9 A User shall re-visit the Terms from time to time to stay abreast of any changes that Recordent may introduce to any Terms.
- 2.10 Further, Terms that are an electronic record under the provisions of the Information Technology Act, 2000.
- 2.11 This electronic record is generated by a computer system and does not require any physical or digital signatures.

### **3. Use of Recordent**

- 3.1 In order to access Recordent, a User may create an account. When creating a User Account, User must provide accurate and complete information. It is important that the User must keep User Account and password secure and confidential.
- 3.2 A User must keep password confidential. A User must notify Recordent immediately of any breach of security or unauthorised use of User Account or password as soon as

they become aware of it. A User must not use any other person's account to access Recordent.

- 3.3 A User agree to be solely responsible and liable (to Recordent, and to others) for all activity that occurs under their User Account.
- 3.4 A User is also liable for any activity on Recordent arising out of any failure to keep their password confidential and for any losses arising out of such a failure.

#### **4. Information**

- 4.1 As an account holder, A User shall submit only truthful Information to Recordent.
- 4.2 A User understand that whether or not Information is published, Recordent does not guarantee any confidentiality with respect to the Information. If the Information is required to be maintained as confidential, each User is required to maintain the same. Recordent shall not liable or responsible for breach of User's obligations. Further, by receiving the Information on Recordent, it relies on the representation that User has shared it in compliance with law and contract applicable for such acts.
- 4.3 Each User grant to Recordent and/or the other users of Recordent (as may be agreed by Recordent) a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute Information on and in relation to Recordent and any successor website / reproduce, store and, with User's specific consent, publish Information on and in relation to Recordent. A User also grant to Recordent the right to sub-license the rights licensed to Recordent under this section.
- 4.4 Each User understand and agree that the Information uploaded may be used by any third person. Recordent shall be entitled to disclose the source at its sole discretion.
- 4.5 Each User also understand and agree that they are solely responsible for their Information and the consequences of posting or publishing it. Recordent does not endorse any Information or any opinion, recommendation, or advice expressed therein, and Recordent expressly disclaims all ownership and liability in connection with Information or use of it by any person.
- 4.6 Each User represent and warrant to Recordent that
  - (a) they have (and will continue to have during use of Recordent by a User) all necessary authority, licenses, rights, consents and permissions which are required to share the Information and enable Recordent to use the Information for the purposes of hosting the Information on Recordent, and otherwise to use the Information by Recordent or any third person.
  - (b) That they will not post or upload any Information which contains material which it is unlawful for to possess in India, or which it would be unlawful for Recordent

to use or possess in connection with the provision of the services through Recordent.

- (c) Any third-party Information shared is with due consent and permission from the concerned person

4.7 On becoming aware of any potential violation of any Terms, Recordent reserves the right to decide whether Information complies with the Information requirements set out in any Terms and may remove such Information and/or terminate a User's access for uploading Information which is in violation of any Terms at any time, without prior notice to the concerned User and at Recordent's sole discretion.

4.8 Each User agree and undertake to indemnify, defend and hold harmless Recordent and all its officers, directors, promoters, employees, agents and representatives against any and all loss and claims arising from any Information uploaded on Recordent or by use of Recordent .

## **5. Prohibited Conduct**

5.1 By using Recordent a User agree that they shall not:

- (a) use Recordent for spamming or any other illegal purposes;
- (b) upload any promotional material or advertisement to the User Account;
- (c) infringe Recordent's or any third party's intellectual property rights, rights of publicity or privacy;
- (d) post or transmit any message, data, image or program which violates any law;
- (e) refuse to cooperate in an investigation or provide confirmation of User's identity or any other information provided to Recordent;
- (f) remove, circumvent, disable, damage or otherwise interfere with security related features of the Recordent or features that enforce limitations on the use of Recordent;
- (g) upload any Information which is in contempt of any court, or in breach of any court order; or discriminates on the basis of age, sex, religion, race, gender; harassing, invasive of another's privacy, blasphemous; in breach of any contractual obligations or consists of or contains any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; or constitutes spam; or is grossly harmful, offensive, deceptive, fraudulent, threatening, abusive, hateful, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or causes annoyance, inconvenience or needless anxiety to any person; or racially, ethnically objectionable, disparaging, relating or encouraging

money laundering or gambling, or harm minors in any way or otherwise unlawful in any manner whatever;

- (h) upload any Information that threatens the unity, integrity, defense, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any nation;
- (i) upload any Information that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (j) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Recordent or any part thereof or infringe any patent, trademark, copyright or other proprietary rights;
- (k) use Recordent in any manner that could damage, disable, overburden, or impair, including, without limitation, using Recordent in an automated manner;
- (l) modify, adapt, translate or create derivative works based upon Recordent or any part thereof;
- (m) intentionally interfere with or damage operation of Recordent or any other User's use of Recordent, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- (n) use any robot, spider, other automatic device, or manual process to monitor or copy Recordent without prior written permission of Recordent;
- (o) interfere or disrupt Recordent or networks connected therewith;
- (p) take any action that imposes an unreasonably or disproportionately large load on Recordent's infrastructure/network;
- (q) use any device, software or routine to bypass Recordent's robot exclusion headers, or interfere or attempt to interfere, with Recordent;
- (r) forge headers or manipulate identifiers or other data in order to disguise the origin of any Information transmitted through Recordent or to manipulate User's presence on Recordent;
- (s) sell/ sub-license the Information, or software associated with or derived from Recordent;

- (t) use the facilities and capabilities of Recordent to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- (u) breach any Terms or any other policy of Recordent;
- (v) provide false, inaccurate or misleading information to Recordent.

## **6. Commitments to be undertaken by User**

- 6.1 Each User understand that for using Recordent they will be bound by Data Integrity standards and terms of the User Service Agreement as and when required by Recordent.

## **7. Recordent's Information**

- 7.1 With the exception of Information submitted to Recordent by the User, all other Information on the Recordent is either owned by or licensed to Recordent, and is subject to copyright, trade mark rights, and other intellectual property rights of Recordent or Recordent's licensors. Any third-party trade or service marks present on the Recordent not uploaded or posted by a User are trade or service marks of their respective owners may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Recordent.
- 7.2 Recordent will not be liable in relation to the Information, or use of, or otherwise in connection with Recordent for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

## **8. Cancellation and suspension of User Account**

- 8.1 The Terms will continue to apply to a User until terminated by Recordent or as set out in the respective terms and conditions.
- 8.2 Recordent may:
  - (a) suspend any User Account;
  - (b) cancel any User Account; and/or
  - (c) edit a User Account at any time in Recordent's sole discretion without notice or explanation.
- 8.3 Recordent may, at any time terminate its offering to a User if the User breach any provision of any Terms (or have acted in manner which clearly shows that the User do not intend to, or are unable to comply with the provisions of any of the Terms), or if Recordent is required to do so by law.

- 8.4 Any cancellation or suspension of User Account by a User shall be subject to the acceptance of Recordent and upon a User performing required formalities as may be required by Recordent from time to time.

## **9. Breach of the Terms**

- 9.1 Without prejudice to Recordent's other rights under any Terms, if a User breach any of the Terms in any way, or if Recordent suspect that a User breached any of the Terms in any way, Recordent may at its discretion may exercise any of the following:

- (a) send the User one or more formal warnings;
- (b) temporarily suspend User's access to Recordent;
- (c) permanently prohibit a User from accessing Recordent;
- (d) block computers using User's IP address from accessing Recordent;
- (e) contact any or all of User's internet service providers and request that they block User's access to Recordent;
- (f) commence legal action against the User, whether for breach of contract or otherwise; and/or
- (g) suspend or delete concerned User Account on Recordent.

- 9.2 Where we suspend or prohibit or block User's access to Recordent or a part thereof, A User must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account). By creating a user account a User confirm that are not a blocked user.

## **10. Miscellaneous**

- 10.1 By using Recordent in any manner each User agree that Recordent may assign, transfer, sub-contract or otherwise deal with Recordent's rights and/or obligations under any Terms. A User without Recordent's prior written consent, assign, transfer, sub-contract or otherwise deal with any of their rights and/or obligations under any of the Terms.
- 10.2 If a provision of a contract under any Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of a contract under any Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

- 10.3 A contract under any Terms will inure to the benefit of Recordent and its successors and assigns and the benefit of the User, and is not intended to benefit or be enforceable by any third party not expressly stated herein. The exercise of the parties' rights under a contract under any Terms is not subject to the consent of any third party.
- 10.4 Any Terms, together with other policies of Recordent, shall constitute the entire agreement between a User and Recordent in relation to use of Recordent.
- 10.5 Each User agree that Recordent may provide them with notices, including those regarding changes to any Terms, by email, regular mail, or postings on Recordent.
- 10.6 Each of the Terms of Recordent shall be governed by and construed in accordance with the laws of republic of India. Any disputes relating to any Terms or the use of Recordent shall be subject to the exclusive jurisdiction of courts at Hyderabad, India.
- 11. Contact Details:** A User can contact Recordent by emailing at [hello@Recordent.com](mailto:hello@Recordent.com).