

## Terms and Conditions for Customers Availing Whats App messages Service

### Table of Contents

A. Illegal Use

B. Subscriber Conduct

C. System and Network Security

D. Indemnification

E. WhatsApp messages

F. Enforcement of Terms and Conditions for Company subscribers

### Appendix

The Terms and Conditions specify the actions permitted by Provider Company to its users of our services, including SMS and other services, which may be introduced in the future. The Company reserves right to modify the policy at any time. All subscribers of Our Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time.

#### A. Illegal Use

The Services of the Provider Company may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national. The provider company will not be held LIABLE for use of any Stolen Property by its users.

## B. Subscriber Conduct

Subscriber shall use Company services for lawful purposes only. Subscriber shall not post or transmit using Company services any material, which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give the right to civil liability or otherwise violate any law, or which, without the Company express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the Company discretion restricts or inhibits any other Subscriber from using or enjoying Company services will not be permitted. Subscriber shall not use Company services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Company services.

Subscriber shall not upload, post or otherwise make available using Company services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with the subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

## C. System and Network Security

Violations of system or network security are prohibited, and may result in criminal and Civil Liability. The Company will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forgery of any identification or obscuring of host names, usernames, IP addresses, or any message header information in any data.

Harassing or threatening transmissions.

Probing for means of gaining unauthorized access to computers or networks.

Introducing or causing to be introducing any computer contaminant or computer viruses into system or network.

Introducing or causing to introduce any pornography material, SMS, and so on.

#### D. Indemnification

Subscribers agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Company Services by the subscriber or anybody else than the Subscriber, if any.

#### E. Whats App message

It is a condition of use of Company services that subscriber does not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions 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; post or transmit any information, software or any other material, which violates or infringes upon the rights of others, including material, which is invasion of privacy or publicity rights or, which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or, which contains advertising.

User cannot use any sender Id to send Whats App message other than his own name, company or firm's name owned or managed by him/her. Using sender Id other than owned by him will cause the termination of account and all credits will be set to zero. A formal complaint will also be lodged (FIR) with the law and order agency.

Company has no control on the contents of the Whats App message sent and Company shall not be held responsible/liable directly or indirectly neither for the content of the Whats App message sent nor for any delay in delivery or non-delivery or for any errors routed by Company through its Whats App message panel.

Company shall not be responsible in any manner due to errors caused on account of internet delays, disconnection, time outs, routing problems, and so on.

User will not send unsolicited Whats App message (also referred to as 'spamming') to subscribers. All Whats App message sent by the user using Company Whats App message panel must conform to IT Act 2000 and other relevant laws of India. Any violation will be the sole responsibility of user.

The panel will be valid for a period of one year from the date of account creation.

#### F. Enforcement of Terms and Conditions for Company subscribers

Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a Company subscriber or a subscriber's end user shall be considered a violation of the policy by such a customer or end user. Any user found violating the above Terms and Conditions is liable for action under the prevailing laws including termination of services without any prior notice.

We also want to advise you that if, you do not agree with any of the conditions mentioned above kindly do not register with us, once the payment is received or, even if One SMS credit is consumed, the provider company will not be liable for a refund of the amount.

#### Appendix

The following table provides information on all the terminologies used in this agreement.

Abbreviation	Description
T&C	Terms and Conditions
TRAI	Telecom Regulatory Authority of India

