**Terms of Service**

The following terms of service constitute a binding legal agreement (the “Agreement”) between You and PRAK Inc. (hereinafter referred to as “Kameti” / “PRAK Inc.” / “we”/ “us”), (which expression shall include its successors and assigns), setting forth the terms and conditions (“Terms”) under which the Kameti Application (the “Game”) and any related services (collectively “Services”) will be licensed to You by Kameti.

By accessing, downloading, installing the Application, and using the Services, You represent to Kameti that You are competent to enter into a contract (i.e. You a major according to applicable law, of sound mind and not disqualified from entering into a contract under the applicable law) and You have read this Agreement, understand it and agree to be bound by its Terms. Please review the Agreement carefully before accessing, downloading and installation.

**1. The Application: Kameti Service**

The Services are currently made available to You by Kameti free of any charge for a limited time which is defined by the Kameti and is subject to change. The Application is a service/simulation that allows users to simulate Kameti process by creation of Kameti, management of Kameti and providing other simulation like online bidding, viewing perspectives etc. over the internet and/or SMS. We reserve the right to suspend or withdraw this Application, at any time, without notice. More information about the Application is available on Kameti’s website Kameti.in (“Site”).

You acknowledge and agree that you will have to provide Kameti Your mobile phone number. You expressly acknowledge and agree that in order to provide this service, Kameti may periodically access use your mobile network for sending SMS while creating/enabling a profile for SMS verifications, Your contact list and/or address book on Your mobile device to find and keep track of mobile phone numbers of other users of this service. To ensure a better user experience, Kameti may also at times, access names stored in Your address book to ensure any incoming messages and push notifications via the SMS feature have a name associated with them for a superior user experience. By using the Services, you have given us permission to contact you via SMS and/or other communication mediums. In the event you delete your account, you will no longer receive any communication which is initiated/triggered by Kameti.

To delete your account, please contact us at prak.firm@gmail.com.

You agree to notify us immediately of any breach of security or unauthorized use of Your mobile phone. We shall not be liable for Your losses caused by any unauthorized use of Your account, You shall be liable for the losses of Kameti or others due to any such unauthorized use.

**2. Application Stores**

The Application can also be downloaded from third party application store which is Google Play. You agree to comply with all third party terms and conditions & privacy policy, if any, applicable to the use of the Application or related services. Kameti shall not be responsible for violation and infringement of any third party right, terms and conditions in connection with access, download or installation of the Application by You.

**3. License**

Subject to the Terms and compliance of the Terms hereof Kameti shall grant You a license to use the Services provided that (a) You shall use the Application solely for Your personal and lawful use only; (b) You will not, nor allow third parties on Your behalf (i) to resell or charge others for use of the Application (ii) to duplicate, disassemble, decompile, transfer, exchange or translate the Application, create derivative works of the Application of any kind whatsoever or attempt to reverse engineer, alter or modify any part of the Application; and (c) You warrant to otherwise comply with the terms and conditions of this Agreement (the “License”).

For avoidance of any doubt this License is personal, nonexclusive, nontransferable, non-sub licensable, revocable and a limited license to download and use the Application on a mobile device that You own or control.

**4. Privacy Policy**

This Agreement is deemed to incorporate the Privacy Policy posted on the Site kameti.in/terms and accessible/embedded in the Application.

**5. Code of Conduct**

You represent and warrant that: (i) You have the authority and capacity to enter and bind Yourself to this Agreement; (ii) Your use of the Application or the site will be solely for purposes that are permitted by this Agreement; (iii) You will provide accurate information about Your mobile phone number and any other number on Your address list required for use of the Application, (iv) Your use of the Application or the site will comply with all applicable local, state, national or international laws (“Laws”) and will not violate any contractual obligations, and further that (v) You will not misuse the Application and/ or the site and acknowledge and understand that “misuse” includes, but is not limited to using the Application and/ or the site in any manner that (a) violates any copyright, trademark, patent or any intellectual property right, discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (b) unsolicited advertising and messages, promotional materials, junk mail, spam etc; (c) publishes falsehoods or misrepresentations that could damage Kameti or any third party; (d) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner; (e) harms minors in any way; (f) violates any law for the time being in force (g) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (h) amounts to unsolicited advertising and messages, promotional materials, junk mail, spam etc; (i) is fraudulent, unlawful or contains or promotes defamatory or illegal information and activities, images, materials or descriptions; (j) send or store material or files containing software viruses, worms, or other harmful computer code, files, scripts or programs; (k) attempt 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, (l) unauthorized attempt to monitor data or traffic on any network or system without express authorization of the owner of the system or network, (m) interferes with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks, (n) probes for means of gaining unauthorized access to computers or networks, (o) restricts or inhibit any other person from using this Application and or Site; (p) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to any other nation; and (vi) You will not impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity;

By using the App, you irrevocably waive the right to assert any claim with respect to any of the foregoing, and any other claim related to your use of the Application, against Kameti or any of its affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

**6. Contents**

(a) You shall be solely responsible for all contents that You upload, transmit, share or display through the Application or the Site, (collectively the “Contents”) including but not limited to any photos, profiles (including Your name and image), messages, information, text, video, music, third party links and automatic submission of your ‘last seen’ time. Kameti does not guarantee as to the validity, accuracy or legal status or confidentiality with respect to any Contents and You shall be solely responsible and assume all risks for any consequences of uploading, posting, transfer or disclosure of the Contents. You hereby confirm and warrant that the Contents do not violate the representation and warranties provided in Clause 4 above. You further agree that Content you transmit over the Application will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to use or transmit the material and to grant Kameti all of the license rights granted herein.

You understand and agree that Kameti may review the Application and the Site and may delete or remove (without notice) any Content in its sole discretion, for any reason or no reason including any Content that in the sole judgment of Kameti violates the Terms of this Agreement. When You post Your Content vide the Application or related services,

**7. Modifications to the Application**

Kameti reserves the right at any time and from time to time to interrupt, restrict (without cause and without notice to You), modify or discontinue, temporarily or permanently, the Site, Application (or any part thereof) with or without any notice.  You agree that Kameti shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Application or the Site.

**8. Ownership**

You acknowledge and agree that the Application, the Site and all trademarks, service marks and trade names and other intellectual property rights associated therewith are, and shall remain, the property of Kameti and its licensors, as applicable. All content related to Kameti corporate and business activities included on the Site and embedded in the Application, including any text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of Kameti or its licensors and is protected by applicable legislation concerning protection and preservation of intellectual property rights and applicable international treaties governing intellectual property. The compilation (meaning the collection, arrangement and assembly) of all content on the Site and Application is also the exclusive property of the Kameti and is protected by applicable laws as stated above. All software used on the Site and the Application is the property of Kameti or its software suppliers and protected by Indian and international copyright laws. Any use except as specifically permitted, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on the Site and the Application is strictly prohibited except as otherwise permitted by law. All Kameti graphics, logos and service names are trademarks of the Kameti or its affiliates. Kameti trademarks may not be used in connection with any product or service that is not Kameti's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Kameti. Kameti’s trademarks may not be used in connection with any product or service except as authorised by Kameti in writing.

**9. Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION.

THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. KAMETI, ON BEHALF OF ITSELF, ALL WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS DISTRIBUTED, AND EACH OF OUR RESPECTIVE AFFILIATES, AND SUPPLIERS (“DISTRIBUTORS”), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, DISTRIBUTORS EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM KAMETI ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM ANY DISTRIBUTOR.

KAMETI MAKES NO WARRANTY AGAINST INTERFERENCE OF YOUR ENJOYMENT OF THE APPLICATION AND RELATED SERVICES; FOR LOSSES OR DAMAGES INCLUDING ANY PERSONAL INJURY ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE APPLICATION, USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION OR FOLLOWING A FAILURE, SUSPENSION OR WITHDRAWAL OF ALL OR PART OF THE APPLICATION AT ANY TIME; ANY BUGS, VIRUSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APPLICATION OR RELATED SERVICES, THAT THE APPLICATION WILL BE FUNCTIONAL, UNINTERRUPTED, ERROR-FREE OR BUG-FREE OR MEET YOUR REQUIREMENTS; REGARDING THE SECURITY, RELIABILITY OR TIMELINESS OF THE APPLICATION; THAT ANY ERRORS, BUGS OR FAILURES IN THE APPLICATION WILL BE CORRECTED. ACCORDINGLY, YOU EXPRESSLY AGREE THAT USE OF APPLICATION AND RELATED SERVICES IS PURELY VOLUNTARY ON YOUR PART, AT YOUR OWN RISK AND THEREFORE AGREE TO BEAR ANY AND ALL RISK WHATSOEVER AND/OR HOWSOEVER CAUSED. ANY CONTENT OR MATERIAL DOWNLOADED THROUGH YOUR USE OF THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OCCURRING ON YOUR DEVICE OR ANY OTHER LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE DOWNLOAD AND USE OF THE APPLICATION. NO ADVICE, COURSE OF CONDUCT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KAMETI OR ANY PARTY OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

WHILST KAMETI SHALL UNDERTAKE ALL REASONABLE EFFORTS AND DUE DILIGENCE TO ENSURE SECURITY AND INTEGRITY, KAMETI SHALL, IN PARTICULAR, NOT BE LIABLE FOR THE FOLLOWING: DELAY OR ERRORS IN TRANSMISSION AND/OR STORAGE OF INFORMATION TO OR THROUGH KAMETI THAT MIGHT OCCUR FROM TIME TO TIME; INTRUSION, DISTORTION, LOSS OR FORGERY OF DATA, ETC DUE TO ACT OF ANY THIRD PARTY, FAILURE OF ANY SOFTWARE AND/OR HARDWARE OR TELECOMMUNICATION SERVICE PROVIDER(S) USED BY US OR ANY OTHER ACT BEYOND OUR REASONABLE CONTROL.

YOU SHALL BE LIABLE FOR ANY CONSEQUENCES WHATSOEVER RESULTING FROM ANYTHING TRANSMITTED OR CAUSED TO BE TRANSMITTED BY YOU, TO OR THROUGH THE APPLICATION.

**10. Limitation of Liability**

To the maximum extent permitted by applicable laws, under no circumstance shall kameti, its directors, employees or agents be liable to You or any third person for personal injury, or any special, incidental, indirect, punitive or consequential damages whatsoever, including, but not limited to, damages for loss of profits or revenues, goodwill, failure to transmit or receive any data, loss of confidential information, business interruption, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data), for any cause of action, including contract, tort (including negligence) or otherwise and any other loss whatsoever arising out of or in any way arising from or related to the use of Application, or following a failure, suspension or withdrawal of all or part of the Application at any time, any third party content, software or functions used in connection with the Application even if kameti or any or all of its agents have been advised of the possibility of such damages.

**11. Indemnification**

You agree to indemnify, defend and hold harmless Kameti, its subsidiaries, affiliates and agents and each of their respective officers, directors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of: (i) Your access to or use of the Application, Site and related services; (ii)  any breach by You of Your obligations under this Agreement; (iii) Your violation of the rights of a third party, including but not limited to infringement of any intellectual property, proprietary right or trade secret of any person or entity, or of any privacy or consumer protection right that is implicated herein; (iv) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation; (v) Your negligence or willful misconduct.  These obligations will survive termination of this Agreement.

**12. Force Majeure**

Kameti shall not be liable to you for any eventuality caused directly or indirectly by any act of God, wars (declared or undeclared), insurrections, acts of terrorism, acts of governments or boycotts, lockouts and other civil unrest, or any act of similar nature beyond Kameti's reasonable control.

**13. Amendments to this Agreement**

We may in our sole discretion amend this Agreement from time to time without any prior notice. This may include adding new or different terms to, or removing terms from, this Agreement. Such change shall be notified on the website www.kameti.in. Your use of the Application after such notice of any change shall be deemed to be an acceptance to the amended Agreement.

**14. Termination**

This Agreement commences on the date You accept the Terms of this Agreement. Kameti may terminate or suspend use of the Application or the Site at any time in its discretion, without notice to You. Upon any termination for any reason, Kameti shall have no liability to You and no further obligations under this Agreement.

Immediately upon termination, (a) the rights granted to You herein shall terminate; (b) You must cease all use of the Application and related services;

Additionally, Your rights under this Agreement will terminate automatically if You fail to comply with any term(s) of this Agreement including misuse of the Application or the Site.

All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

**15. Entire Agreement**

You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement read with the terms of the Privacy Policy is the complete and exclusive statement of the Agreement between Kameti and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between Kameti and You relating to the subject matter of this Agreement.

**16. Severability**

If one or more provisions of this Agreement are held to be unenforceable under Applicable Law(s), the remainder of this Agreement shall be valid and enforceable.

**17. Assignment**

This Agreement may be assigned by Kameti to its successors and assigns including if there is any re-organization of kameti.

**18. Governing Law**

This Agreement shall be governed by the laws of India. You irrevocably consent to the exclusive jurisdiction of courts in New Delhi, India for all disputes arising out of or relating to this Agreement.

**Privacy Policy**

App/Internet Privacy and Cookies Policy

At Kameti we are committed to safeguarding and preserving the privacy of our visitors. This Privacy Policy document (the "Policy") has been provided by the legal resource [DIY Legals](http://www.diylegals.co.uk/ecommerce/website-privacy-policy/) and reviewed and approved by their solicitors.

The Application is intended for people who are competent to contract under applicable law. Individuals who are less than 18 years old are not permitted to use this application unless the complete Agreement is seen and agreed by parents or their legal guardians under applicable law. You confirm that You are at least 18 year old or otherwise competent to contract including with consent of Your parent/legal guardian as may be required under applicable law.

This Policy is part of our Terms of Service and applies to the Personally Identifiable Information that is collected in connection with the download, installation and use of the Application and related services. By using the Application or the Site You signify Your assent to this Privacy Policy and consent to the processing of Your Personally Identifiable Information as described herein. If You do not agree with this Policy, or with our Terms of Service, do not download, install and / or use the Application

This Policy explains what happens to any personal data that you provide to us, or that we collect from you whilst you visit our site and how we use cookies on this website.

We do update this Policy from time to time so please do review this Policy regularly.

**Information That We Collect**

In running and maintaining our website we may collect and process the following data about you:

\* Information about your use of our site including details of your visits such as pages viewed and the resources that you access. Such information includes traffic data, location data and other communication data.

\* Information provided voluntarily by you. For example, when you register for information or make a purchase.

\* Information that you provide when you communicate with us by any means.

**Use of Cookies**

Cookies provide information regarding the computer used by a visitor. We may use cookies where appropriate to gather information about your computer in order to assist us in improving our website.

We may gather information about your general internet use by using the cookie. Where used, these cookies are downloaded to your computer and stored on the computer’s hard drive. Such information will not identify you personally; it is statistical data which does not identify any personal details whatsoever.

Our advertisers may also use cookies, over which we have no control. Such cookies (if used) would be downloaded once you click on advertisements on our website.

You can adjust the settings on your computer to decline any cookies if you wish. This can be done within the “settings” section of your computer. For more information please read the advice at AboutCookies.org.

**Use of Your Information**

We use the information that we collect from you to provide our services to you. In addition to this we may use the information for one or more of the following purposes:

\* To provide information to you that you request from us relating to our products or services.

\* To provide information to you relating to other products that may be of interest to you. Such additional information will only be provided where you have consented to receive such information.

\* To inform you of any changes to our website, services or goods and products.

If you have previously purchased goods or services from us we may provide to you details of similar goods or services, or other goods and services, that you may be interested in.

**We never give your details to third parties to use your data to enable them to provide you with information regarding unrelated goods or services.**

**Storing Your Personal Data**

In operating our website it may become necessary to transfer data that we collect from you to locations outside of the India for processing and storing. By providing your personal data to us, you agree to this transfer, storing and processing. We do our utmost to ensure that all reasonable steps are taken to make sure that your data is stored securely.

Unfortunately the sending of information via the internet is not totally secure and on occasion such information can be intercepted. We cannot guarantee the security of data that you choose to send us electronically, sending such information is entirely at your own risk.

**Disclosing Your Information**

We will not disclose your personal information to any other party other than in accordance with this Privacy Policy and in the circumstances detailed below:

\* In the event that we sell any or all of our business to the buyer.

\* Where we are legally required by law to disclose your personal information.

\* To further fraud protection and reduce the risk of fraud.

**Third Party Links**

On occasion we include links to third parties on this website. Where we provide a link it does not mean that we endorse or approve that site’s policy towards visitor privacy. You should review their privacy policy before sending them any personal data.

**Access to Information**

In accordance with the Data Protection Act 1998 you have the right to access any information that we hold relating to you. Please note that we reserve the right to charge a fee of INR1000 to cover costs incurred by us in providing you with the information.

**Contacting Us**

Please do not hesitate to contact us regarding any matter relating to this Privacy and Cookies Policy via email at prak.firm@gmail.com.

The Terms & Conditions and Privacy Policy were last modified on 20th Dec 2014.