

TERMS OF USE

This is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing Terms of Use for access or usage of domain name <https://www.shmooz.in/> (“*Website*” or “*Site*”), including the related mobile site and mobile application “Shmooz” (hereinafter collectively referred to as “*Platform*”).

The Platform is owned by Shmooz Socials LLP, a Limited Liability Partnership with its registered office at 401/501 Riviera Towers, Behind Goverdhan Haveli, Opposite Rahul Raj Mall, Piplod, Dumas Road, Surat, 395007, India (hereinafter referred to as “*Shmooz*”).

For the purposes of this document, “*You*”, “*Your*”, or “*User/s*” shall mean any natural or legal person who agrees to become a User on the App by Sign-Up with OTP verification and register as a Registered User on the App using your device. The term “*We*”, “*Us*”, “*Our*” shall mean Shmooz.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS (“*Terms*”) UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By implicitly or expressly accepting these Terms of Use, You also accept and agree to be bound by Shmooz’s other Policies (including but not limited to Privacy Policy available at Platform) as amended from time to time.

1. Eligibility to register as a User:

- a. User must have full legal capacity and authority to agree and bind to these Terms;
- b. User must be of 18 (eighteen) years of age or above;
- c. If the User is registering on behalf of an entity, organization, or any other legal entity, the User must possess the requisite power and authorization to legally obligate such entity, organization, or legal person to adhere to these Terms.

2. Sign-Up with OTP verification:

- a. **Verification:** User hereby agrees to undertake a Know Your Customer (KYC) verification process. KYC will be conducted via OTP (“One Time Password”) confirmation sent to the registered phone number, ensuring a secure verification process.
- b. **OTP Security:** OTPs sent to the registered phone number are confidential and vital for User identity verification. Users are responsible for maintaining the confidentiality of received OTPs.
- c. Furthermore, the Platform is authorized to request and collect information and documents to verify User’s identity, in accordance with applicable laws and regulations.
- d. **Data Accuracy:** User shall provide accurate and up-to-date personal information, including but not limited to full legal name, date of birth, contact details, and government issued identification documents during the KYC process. The User agrees and warrants providing valid, true, complete, and up-to-date information or documents.
- e. **Confidentiality Assurance:** The OTP confirmation process is implemented to safeguard user accounts and personal information. Users must refrain from sharing OTPs with unauthorized parties.
- f. After successfully completing the above-mentioned sign-up process on the App, an "Account" is generated for the corresponding User. Failure to complete KYC within the specified timeframe may lead to account suspension or termination.
- g. User hereby understands that failure to provide the requested KYC information or the provision of false, misleading, or fraudulent information may result in the suspension or termination of your Account and access to our services.

3. Consent:

- a. Shmooz and its authorized third-party service providers may, in adherence to the privacy policy, collect and utilize your information, technical data, and related details to enhance KYC verification.
- b. Shmooz reserves the right to employ information and data concerning your utilization of the Platform services for analytical purposes, identification of trends, and statistical analysis. This is aimed at enhancing the overall effectiveness and efficiency of the Platform.
- c. Shmooz reserves the right to collect information about the amount of time Users spend on each page for analytical purposes and to enhance User experience.

- d. Shmooz reserves the right to collect information about the pages you visit for the purpose of improving User experience, providing personalized content, and analyzing Platform performance. This information may include but is not limited to page views, time spent on pages, and interactions with content.
- e. Shmooz reserves the right to collect information related to in-app product tracking for the purpose of improving User experience, providing personalized recommendations, and analyzing User preferences. This information may include, but is not limited to, details about events viewed, added to cart, purchased, and other related interactions within the Platform.
- f. Shmooz reserves the right to automatically collect certain information related to app crash for diagnostic purposes. This may include but is not limited to device information, app version, and the circumstances leading to the crash.
- g. Pursuant to applicable laws, Shmooz may be compelled by law enforcement agencies, government entities, and related bodies to disclose data pertaining to Users in connection with criminal proceedings.
- h. Users hereby acknowledge and agree that, in such instances, Shmooz retains the right to share such data with the relevant agencies or bodies as directed by law.

4. Your Account and Registration Obligations

- a. If You use the Platform, You shall be responsible for maintaining the confidentiality of Your User Name, User id and password and You shall be responsible for all activities that occur under Your User Name, User id and password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of Your account on the Platform and refuse to provide You with access to the Platform.
- b. Your mobile phone number and/or e-mail address is treated as Your primary identifier on the Platform. It is Your responsibility to ensure that Your mobile phone number and Your email address is up to date on the Platform at all times. You agree to notify Us promptly if Your mobile phone number or e-mail address changes by updating the same on the Platform via account settings in menu tab on the Platform through a onetime password verification.

- c. You agree that Shmooz shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under Your Account in cases, including, where You have failed to update Your revised mobile phone number and/or e-mail address on the Website Platform.
- d. If You share or allow others to have access to Your account on the Platform ("Account"), they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.

5. Use of the Platform

You agree, undertake and confirm that Your use of Platform shall be strictly governed by the following binding principles:

- a. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.
- b. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- c. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other customer, including any account on the Platform not owned by You, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform.

- d. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms Shmooz, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Shmooz or otherwise tarnish or dilute any Shmooz's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Shmooz's systems or networks, or any systems or networks connected to Shmooz.
- e. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- f. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- g. You may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Shmooz and / or others.
- h. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force).
- i. Solely to enable Us to use the information You supply Us with, so that We are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Platform.
- j. You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person

other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

- a. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- b. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Platform, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.
- c. Shmooz shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

6. Analytics

We use usage and technical information to analyze, research, analyze and understand Our audience in order to improve Our Services:

- a. To perform analytics and conduct customer research, including general market research or surveying Our customers' needs and opinions on specific issues, generating sales and traffic patterns, and to analyze advertising effectiveness, both on an anonymous basis (e.g., by aggregating data) or on an individual basis (if legally permissible), in combination with other information collected from tracking technologies and aggregate it with information collected from other Users using Our Platform, to attempt to provide You with the Services and a better experience on the Platform. For example, one of the ways We use this information is to count the number of times an advert or other content is viewed because this might be the metric by which Our advertisers pay us. This information is compiled and analyzed on an aggregated basis.
- b. Our Platform may collect information about the pages you visit for the purpose of improving User experience, providing personalized content, and analyzing Platform performance. This information may include but is not limited to page views, time spent on pages, and interactions with content. We use this data in an aggregated and anonymized form to gain insights into User preferences, optimize content delivery, and enhance the overall functionality of Our Platform. This information is treated with the utmost confidentiality, and we do not share individual User page-view data with third parties unless required by law. It is important to note that while we collect this information, we do not associate it with personally identifiable information unless explicitly provided by you, such as through User account details.
- c. Our Platform may collect information about the amount of time Users spend on each page for analytical purposes and to enhance User experience. This data includes the duration of visits to specific pages, and it helps us understand User engagement, improve content relevance, and optimize the overall functionality of Our Platform. We treat this information with the utmost confidentiality, and it is used in an aggregated and anonymized form. Individual User visit durations are not shared with third parties unless required by law. Additionally, we do not associate this data with personally identifiable information unless explicitly provided by you, such as through User account details.

- d. In the event of an application crash, we may automatically collect certain information related to the crash for diagnostic purposes. This may include but is not limited to device information, app version, and the circumstances leading to the crash. The purpose of collecting this information is to identify and address technical issues, improve the stability of Our app, and enhance the overall User experience. This crash information may be collected anonymously and will be used solely for internal analysis and troubleshooting. We do not use this data for any other purpose or share it with third parties, except as required by law.
- e. Our Platform may collect information related to in-app ticket tracking for the purpose of improving User experience, providing personalized recommendations, and analyzing User preferences. This information may include, but is not limited to, details about events viewed, tickets added to cart, purchased, and other related interactions within the Platform. We use this data in an aggregated and anonymized form to enhance Our product offerings, optimize in-app navigation, and tailor content to better suit User interests.

7. Contents Posted on Platform

All content including text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork, is a safeguarded by the intellectual property rights owned by Shmooz Socials LLP.

Users are expressly prohibited from using the content for any commercial purposes, which includes but is not limited to resale or redistribution. Unauthorized use of the content is strictly forbidden and may result in the termination of user accounts, as well as potential legal actions.

Except as expressly provided in these Terms of Use, no part of the Platform and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Platform or other medium for publication or distribution or for any commercial enterprise, without Shmooz's express prior written consent.

8. Intellectual Property Rights:

- a. All content hosted on the Platform, unless explicitly stated otherwise, is safeguarded by the intellectual property rights owned by Shmooz Socials LLP and constitutes to be

Shmooz's exclusive proprietary property. All elements comprising the source code, databases, functionality, software, website designs, application designs, audio, video, text, photographs, and graphics found on the Platform, as well as the trademarks, service marks, and logos contained therein (the "Marks"), are either owned or under our control, or licensed to the Shmooz, and are safeguarded by copyright, trademark laws, and various other intellectual property rights.

- b. The Content and Marks presented on the Platform are for informational and personal use only. Except as explicitly stipulated in these Terms, no part of the Platform, Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written consent. Subject to eligibility, the User is granted a limited license to access and utilize the Platform, and to download or print a copy of any accessible portion of the Content exclusively for personal, non-commercial use. All rights not expressly granted in and to the Platform, the Content, and the Marks are reserved by Us.
- c. **Copyright, authors' rights and database rights:**
 - i. The entirety of the Content featured on the Platform, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the rightful property of Shmooz, its affiliates, or its content suppliers, and is safeguarded by both Indian and international copyright, authors' rights, and database right laws. The compilation of all Content present on this Website stands as the exclusive property of Shmooz and its affiliates, further protected by the laws of India and database right legislation. All software utilized on this Platform is the property of Shmooz, its affiliates, or its software suppliers, and is protected under Indian laws.
 - ii. User is expressly prohibited from systematically extracting or re-utilizing any portions of the Content of the Platform without the express written consent of Shmooz and/or its affiliates, as applicable. Specifically, User shall not employ data mining, robots, or similar tools for data gathering and extraction to retrieve substantial parts of this Platform, whether on a single occasion or repeatedly, for re-utilization, without the explicit written consent of Shmooz and/or its affiliates, as applicable.

d. License for Platform access:

- i. Subject to User's adherence to these Terms and the payment of applicable fees, if any, Shmooz extends to User a limited, non-exclusive, non-transferable, and revocable license to access and personally use this Platform. However, this license does not grant permission to download (except for page caching) or modify the Platform, or any portion thereof, unless expressly authorized in writing by Shmooz and/or its affiliates, as applicable.
- ii. This Platform or any portion of this Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Shmooz and/or its affiliates, as may be applicable.
- iii. User may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Platform and its affiliates without express written consent. User may not use any meta tags or any other "hidden text" utilising Shmooz's or its affiliates' names or trademarks without the express written consent of Shmooz and/or its affiliates, as applicable. Any unauthorised use terminates the permission or license granted by Shmooz and/or its affiliates, as applicable. User may not use any Platform's logo or other proprietary graphic or trademark as part of the link without express written consent of Shmooz and / or its affiliates, as may be applicable.

9. Disclaimer of Warranties and Liability

- a. This Platform, all the materials (including but not limited to software and Website) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Shmooz does not warrant that:
 - i. This Platform will be constantly available, or available at all.
 - ii. The information on this Platform is complete, true, accurate or non-misleading.
 - iii. Shmooz will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Platform. Shmooz does not warrant that this site; information, Content, product (including software) or services included on or

otherwise made available to You through the Platform; their servers; or electronic communication sent from Us are free from viruses or other harmful components.

- b. To the fullest extent permitted by law, the Platform or Our directors, employees, or agents shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Platform.
- c. The Platform warrants that it will employ industry-standard security measures to safeguard User data. However, it does not guarantee absolute protection against unauthorized access or data breaches caused by unforeseeable events.
- d. This warranty does not cover defects or issues arising from:
 - i. Any unauthorized modifications or alterations to the Platform by the User or any third party not expressly authorized by the Shmooz.
 - ii. Alterations made to the Platform's code, configuration, or settings without explicit permission from the Shmooz.
 - iii. The use of the Platform in a manner inconsistent with the Terms or intended purpose as specified by the Platform.
 - iv. The integration of the Platform with any other software, applications, or services not explicitly authorized by Shmooz in writing.
 - v. Any issues arising from the use of third-party plugins, extensions, or components that have not been officially endorsed or approved by the Shmooz.
 - vi. Force Majeure Events including but not limited to acts of nature, war, terrorism, riots, embargoes, or other unforeseen circumstances that make the performance of this Warranty impossible or impractical.
 - vii. Any defects or issues arising from circumstances not reasonably foreseeable by Shmooz or Platform at the time of entering into this Warranty.

10. Shmooz Software Terms

- a. **Use of Shmooz Software:** You may use Shmooz Software solely for purposes of enabling You to view events and book tickets as provided by Shmooz, and as permitted by these Shmooz Terms of Use, and any Terms. Users are granted a license to access and use the content, but the ownership and all associated rights remain firmly with Shmooz Socials LLP. It is crucial to note that this license does not confer the right to engage in activities such as reproduction, distribution, display, modification, or the creation of derivative works based on the content. You may not incorporate any portion of Shmooz Software

into Your own programs or compile any portion of it in combination with Your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license Shmooz Software or otherwise assign any rights to Shmooz Software in whole or in part. You may not use Shmooz Software for any illegal purpose. We may cease providing any Shmooz Software and We may terminate Your right to use any Shmooz Software at any time. Your rights to use Shmooz Software will automatically terminate without notice from Us if You fail to comply with any of these Shmooz Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain Shmooz Software that are specifically identified in related documentation may apply to that Shmooz Software (or software incorporated with Shmooz Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Shmooz Service is the property of Shmooz and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

- b. **User-Generated comments:** Users are encouraged to engage with the content by providing comments. However, all comments must adhere to community guidelines and standards set by the Shmooz. Inappropriate, offensive, or spam comments are strictly prohibited. The Shmooz reserves the right to moderate and review all user comments. Comments that violate community guidelines may be removed without prior notice. The decision of Shmooz in moderating comments is final. Users are solely responsible for the content of their comments. The Shmooz disclaims any responsibility for the accuracy or appropriateness of user-generated content. Users shall not submit false or misleading information. Users must adhere to comment guidelines provided by the Shmooz. This includes refraining from engaging in any form of harassment, hate speech, or any behaviour that may violate the rights of others or the terms outlined in this agreement. Users are expected to interact with each other and the content in a respectful manner. Any form of harassment, bullying, or disrespectful behaviour towards other users or Shmoozis strictly prohibited.
- c. **Use of Third Party Services:** When You use Shmooz Software, You may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

- d. **No Reverse Engineering:** You may not, and You will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, Shmooz Software, whether in whole or in part, or create any derivative works from or of Shmooz Software.
- e. **Updates:** In order to keep Shmooz Software up-to-date, We may offer automatic or manual updates at any time and without notice to You.

11. Indemnification:

- a. User agrees to defend, indemnify, and hold Shmooz harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:
 - i. use of the Platform;
 - ii. breach of these Terms;
 - iii. any breach of User representations and warranties set forth in these Terms;
 - iv. User violation of the rights of a third party, including but not limited to intellectual property rights; or
 - v. any overt harmful act toward any other User of the Platform with whom you connected via the Platform.
- b. Notwithstanding the foregoing, Shmooz reserves the right, at User's expense, to assume the exclusive defence and control of any matter for which User is required to indemnify the Shmooz, and the User agrees to cooperate, at its expense, with Shmooz's defence of such claims. Shmooz will use reasonable efforts to notify User of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.
- c. User hereby expressly releases Shmooz and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that User may have in this behalf under any statute, contract or otherwise.

12. Third-Party Websites and Content

- a. The Site may contain (or You may be sent via the Site) links to other Websites ("Third-Party Websites") as well as photographs, text, graphics, pictures, designs, music, sound,

video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

- b Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.
- c Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by Us. If You decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk, and You should be aware these Terms of Use no longer govern.
- d You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which You navigate from the Site or relating to any applications You use or install from the Site. Any purchases You make through Third-Party Websites will be through other Websites and from other companies, and We take no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party.
- e You agree and acknowledge that We do not endorse the products or services offered on Third-Party Websites and You shall hold Us harmless from any harm caused by Your purchase of such products or services. Additionally, You shall hold Us harmless from any losses sustained by You or harm caused to You relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

13. Dispute Resolution, Jurisdiction and Governing Law:

- a. Any dispute, controversy, or claim arising out of or in connection with these Terms, including any disputes regarding its existence, validity, interpretation, performance, or termination ("Dispute"), shall be resolved in accordance with the laws of India. For the purposes of this Term Shmooz and/or Platform and the User shall be individually referred as "Party" and collectively referred as "Parties".
 - i. Negotiation and Informal Resolution: In the event of a Dispute, the Parties shall first attempt to resolve it amicably through good-faith negotiations. Both Parties shall

provide written notice to the other Party outlining the nature of the Dispute and their proposed resolution. The other Party shall respond within [●] days. The Parties shall cooperate and make reasonable efforts to reach a mutually acceptable resolution.

- ii. Mediation: If the Dispute is not resolved through negotiations within [●] days, the parties agree to submit the Dispute to mediation. The mediation shall be conducted in accordance with The Mediation Act, 2023 or any statutory modification or re-enactment thereof. The mediator shall be appointed by mutual agreement of the Parties. The mediation process shall be confidential, and binding and without Prejudice to Parties' legal rights. The costs shall be borne equally by the Parties, unless otherwise agreed.
 - iii. Arbitration: If the Dispute is not resolved through mediation, within [●] days/months, the Parties agree to submit the Dispute to binding arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. The arbitration shall be administered by a sole arbitrator or 3 (three) arbitrators, as appointed by mutual agreement of the Parties. The arbitration process shall be confidential, and binding and without Prejudice to Parties' legal rights. The costs shall be borne equally by the Parties, unless otherwise agreed.
 - iv. Jurisdiction: The competent courts in Surat, India, shall have jurisdiction to resolve Dispute anywhere within the territorial jurisdiction.
- b. By using the Platform, User agrees to abide by this dispute resolution clause and waive any rights to pursue a claim in any manner inconsistent with this Term.

14. Miscellaneous:

- a. These Terms and any policies or operating rules posted by Us on the Platform or in respect to the Platform constitute the entire agreement and understanding between User and Platform. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
- b. These Terms operate to the fullest extent permissible by law. Platform may assign any or all of our rights and obligations to others at any time. Platform shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond its reasonable control.

- c. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
- d. There is no joint venture, partnership, employment or agency relationship created between the User and the Platform as a result of these Terms or use of the Platform. User hereby agrees that these Terms will not be construed against Us by virtue of having drafted them. User hereby waives any and all defences it may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

15. Site Management

- a. We reserve the right, but not the obligation, to:
 - i. monitor the Site for violations of these Terms of Use;
 - ii. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities;
 - iii. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Contributions or any portion thereof;
 - iv. in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
 - v. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

16. Privacy Policy

We care about data privacy and security. Please review our Privacy Policy [[CLICK HERE](#)] posted on the Site. By using the Site, You agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in India.

17. Copyright Infringements

We respect the intellectual property rights of others. If You believe that any material available on or through the Site infringes upon any copyright You own or control, please immediately notify Us using the contact information provided below (“Notification”). A

copy of Your Notification will be sent to the person who posted or stored the material addressed in the Notification.

18. Term and Termination

These Terms of Use shall remain in full force and effect while You use the Site. Without limiting any other provision of these terms of use, We reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of use or of any applicable law or regulation. We may terminate Your use or participation in the site or delete Your account and any content or information that You posted at any time, without warning, in Our sole discretion.

If We terminate or suspend Your account for any reason, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party.

In addition to terminating or suspending Your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil and criminal.

19. Modifications and Interruptions

Shmooz Socials LLP retains the authority to update, modify, or remove content from the platform at its discretion. Such updates may include the addition of new content, revisions to existing material, or discontinuation of specific materials. It's important to note that while these updates do not affect past User purchases, they may impact the availability of certain content on the Platform.

We will not be liable to You or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to You.

You agree that We have no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate Us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

20. Applicable Law

The Terms of Use shall be governed, interpreted, and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be Gujarat, Surat.

21. Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

22. Disclaimer

You acknowledge and undertake that You are accessing the services on the Website and transacting at Your own risk and are using Your best and prudent judgment before entering into any transactions through the Website. You further acknowledge and undertake that You will use the Website to order events only for Your personal use and not for business purposes. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between You and the sellers or organisers of the event.

While We have taken precautions to avoid inaccuracies in content, this Website, all content, information (including the price of tickets), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any ticket/s on the Website. At no time shall any right, title or interest in the tickets/events sold through or displayed on the Website vest with Shmooz nor shall Shmooz have any obligations or liabilities in respect of any transactions on the Website.

23. User Data

We will maintain certain data that You transmit to the Site for the purpose of managing the performance of the Site, as Well as data relating to Your use of the Site in accordance with the Digital Personal Data Protection Act, 2023. Although We perform regular routine backups of data, You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using the Site.

You agree that We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against Us arising from any such loss or corruption of such data.

24. Miscellaneous

- a These Terms of Use and any policies or operating rules posted by Us on the Platform or in respect to the Platform constitute the entire agreement and understanding between You and Us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.
- b These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- c If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of these Terms of Use or use of the Site.
- d You agree that these Terms of Use will not be construed against Us by virtue of having drafted them. You hereby waive any and all defenses You may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

25. Contact Us/Report

Users are encouraged to promptly report any instances of unauthorized use or distribution of content from ShmoozPlatform.

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact Our Grievance Officer at:

Shmooz Socials LLP

401/501 Riviera Towers, Behind Goverdhan Haveli, Opposite Rahul Raj Mall, Piplod,
Dumas Road, Surat, 395007

[Corporate Phone Number]

[Email Address]