

TERMS OF SERVICE

Welcome to Bokeh Photogenic Private Limited,

The following terms of service (these "**Terms of Service**"), govern your access to and use of the Site of Bokeh Photogenic Pvt.Ltd, including any content, functionality and services offered on or through www.photoshooto.com (the "**Site**") by **Bokeh Photogenic Private Limited** (the "**Company**"), with their headquarter at 13th 1st Main, Thimmenahalli, Govindarajnagar, bengaluru-560040. Bokeh Photogenic Private Limited and www.photoshooto.com. are collectively referred hereto as "**we**", "**our**" "**us**" and "**you**", "**your**" or "**user**" means you as a user of the Site.

ACKNOWLEDGEMENT

- ✓ Please read the Terms of Service carefully before you start to use the Site. **By using the Site, accessing, browsing, or registering an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Service and our Privacy Policy.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site.
- ✓ This Site is offered and available to users who are at least 18 years of age and of legal age to form a binding contract. If you are under 18 you are not permitted to use the Site or use the Our Services. By using the Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.
- ✓ You may not use our products or services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- ✓ You must not transmit any worms or viruses or any code of a destructive nature.
- ✓ A breach or violation of any of the Terms will result in an immediate termination of your Services.

- ✓ Our Customer Support team is available 24/7 if you have any questions regarding the Site or Terms of Service.
- ✓ The original language of these Terms of Service, as well as all other texts throughout the Site, is English.

1. DEFINTION

- A. *Terms of Service*** shall mean and include this Terms of Service and all any document incorporated by reference to this Terms of Services that form the entire agreement between You and the Company regarding the use of the Service
- B. *Company*** shall mean XXXXXX Private Limited registered under the Laws of India and include respective officers, directors, agents, and employees, referred to as either "the Company", "We", "Us" or "Our" in this Agreement
- C. *Site*** shall mean the official website www.photoshooto.com. belonging to the Company.
- D. *Users*** shall mean the individual accessing or using our Service, or the company, or other legal entity on behalf of which such any individual is accessing or using the Service, as applicable.
- E. *Third Party*** shall mean any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- F. *Contributions*** shall mean including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other materials which you may put up on the Site.
- G. *Content*** shall mean all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site owned and licensed to us.
- H. *Mark*** shall mean the trademarks, service marks, and logos contained on the Site owned and licensed to us.
- I. *Submissions*** shall mean any questions, comments, suggestions, ideas, feedback, or other information regarding the Site provided by you to us.

2. ABOUT US

Bokeh Photogenic Private Limited is a tech-SaaS platform where the aim is to build an online store with all the photography needs under one roof.

- ❖ We have decades of knowledge, experience, and unique ideas to offer you the most advanced printing technology. Photoshooto is a dynamic company with the most up-to-date equipment, printers, innovative technology, and a professional workforce, which enhances your experience and strengthens our trustworthiness.
- ❖ Photoshooto, headquartered in Rajajinagar 1st Block, in the heart of Bangalore, India, serves the needs of customers who value perfection. Our innovative dynamic technology introduces AI based centralised platform for photography.
- ❖ With more than 35+ years of combined expertise in the photography industry as a photographer, video editor, album designer, and colour correction for album printing labs, Siddayya, our founder and CEO along with Ramamurthy our Co-founder and CFO, we produce the highest quality products using cutting-edge technology and our extensive knowledge. With dynamic technology, outstanding staff, a wide range of supplies, decades of expertise, and a thorough understanding of your time frame.

2. MODIFICATIONS TO THE TERMS OF SERVICE, PRODUCTS AND SERVICES

- ❖ We reserve all the right to modify, amend or alter the Terms of Service of this Site at any time we may deem fit, without any prior notice.
- ❖ We shall alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change.
- ❖ It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.
- ❖ We reserve all the right to change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services, without any prior notice.

- ❖ Prices for our products are subject to change without notice.
- ❖ The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.
- ❖ Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- ❖ We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

3. CORRECTIONS

- ❖ There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, 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.
- ❖ We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

4. APPLICABILITY

- ❖ The relation and conduct of the visitors and the free or registered Users who have access to the Site for any purpose will be governed by this Terms of Services.
- ❖ In the event of a conflict between any provision of this Terms of Service mentioned herein with the provisions of the shall be applicable to such Services.

5. REPRESENTATIONS AND WARRANTY

- By using the Site, you represent and warrant that:
- all registration information you submit will be true, accurate, current, and complete;

- you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these Terms and Conditions;
- you are not under the age of 18;
- not a minor in the jurisdiction in which you reside;
- you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- you will not use the Site for any illegal or unauthorized purpose;
- your use of the Site will not violate any applicable law or regulation.
- If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).
- ❖ We represent and warrant that:
 - Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
 - We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
 - We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
 - We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

6. USER REGISTRATION

- ❖ When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a

breach of the Terms, which may result in immediate termination of your account on our Site.

- ❖ Only registered users may buy and sell on this Site. Registration is free. In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. We are not liable for any acts or omissions by you in connection with your account.
- ❖ You are solely responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password.
- ❖ You agree not to disclose your password to any Third Party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- ❖ You may use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

7. RESTRICTED/PROHIBITED PROJECTS/WORK ACTIVITIES

- ❖ **Adult Services & Pornography** – We do not allow any exchange of adult oriented or pornographic materials and services.
- ❖ **Inappropriate Behaviour & Language** - Communication on this Site should be friendly, constructive, and professional. We condemn bullying, harassment, and hate speech towards others.
- ❖ **Phishing and Spam** - Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their orders.
- ❖ **Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in the Order Page. Sellers further confirm that whatever information they receive from the Buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Buyer. Any Users who engage and communicate off of our Site will not be protected by our Terms of Service.

- ❖ **Authentic Profile** - You may not create a false identity on this Site, misrepresent your identity, create a profile for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. We reserve the right to require users to go through a verification process in order to use the Site (whether by using ID, phone, camera, etc.).
- ❖ **Intellectual Property Claims** – We shall respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service.
- ❖ **Fraud / Unlawful Use** - You may not use this Site for any unlawful purposes or to conduct illegal activities.
- ❖ **Targeted Abuse** - We do not tolerate users who engage in targeted abuse or harassment towards other Users on the Site. This includes creating new multiple accounts to harass members through our message or ordering system.
- ❖ **Transmission of virus**- You are strictly prohibited to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.

8. ACCURACY OF BILLING AND ACCOUNT INFORMATION

- ❖ We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per studio/lab/photography office or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- ❖ You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit

card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

- ❖ For more detail, please review our Returns Policy.

9. THIRD-PARTY LINKS

- ❖ Certain content, products and services available via our Service may include materials from third-parties
- ❖ Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- ❖ We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

10. OPTIONAL TOOLS

- ❖ We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- ❖ You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- ❖ Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- ❖ We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

11. SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- ❖ monitor the Site for violations of these Terms of Services;
- ❖ take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Services, including without limitation, reporting such user to law enforcement authorities;
- ❖ 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;
- ❖ 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;
- ❖ otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

12. PRIVACY POLICY

Your access to and use of the Site and Services provided is also conditioned on your acceptance of and compliance with the Privacy Policy of the Site. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Site and tells you about your privacy rights and how the law protects you. Please read Our Privacy Policy carefully before using Our Service.

13. INTELLECTUAL PROPERTY RIGHTS

- ❖ Unless otherwise indicated, the Site is our proprietary property Content and the Marks are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights.
- ❖ The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no 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 whatsoever, without our expressed prior written permission.

- ❖ Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

14. USER GENERATED CONTRIBUTIONS

- ❖ The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material.
- ❖ Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:
 - the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
 - you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms and Conditions.
 - you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms and Conditions.
 - your Contributions are not false, inaccurate, or misleading.
 - your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

- your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
 - your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
 - your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
 - your Contributions do not violate any applicable law, regulation, or rule.
 - your Contributions do not violate the privacy or publicity rights of any third party.
 - your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
 - your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
 - your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
 - your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.
- ❖ Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

15. CONTRIBUTION LICENSE

- ❖ By posting your Contributions to any part of the Site you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without

limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

- ❖ This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant those moral rights have not otherwise been asserted in your Contributions.
- ❖ We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site.
- ❖ You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- ❖ We have the right, in our sole and absolute discretion, **(a)** to edit, redact, or otherwise change any Contributions; **(b)** to re-categorize any Contributions to place them in more appropriate locations on the Site; and **(c)** to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

16.SUBMISSIONS

- ❖ You acknowledge and agree that any questions, comments, suggestions, ideas, Feedback, or other information regarding the Site (the "**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of the Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- ❖ You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the

right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

17. ADVERTISERS

- ❖ We allow Advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. Every Advertiser must have an up-to-date regulatory authorization, license, or certification. We do not verify, validate, or collect evidence of any regulatory authorization, license or certification from any Advertiser.
- ❖ Further, as an Advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

18. RELIANCE ON INFORMATION POSTED

- ❖ The information presented on or through the Site is made available solely for general information purposes.
- ❖ We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk.
- ❖ We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.
- ❖ This Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Site. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

19. DISCLAIMER OF LIABILITIES

- ❖ You expressly acknowledge and agree that use of the Services and the Site is at your sole risk.
- ❖ The Services, Products and the Site are provided on an "as is" and "as available" basis. Although we make best efforts to procure high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability or fitness for a particular purpose.
- ❖ The Contents of the Services or the Site may contain bugs, errors, problems or other limitations. We assume no liability or responsibility for any errors or omissions in Content.
- ❖ We are not responsible for your Contributions on the Site.
- ❖ We are not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Site. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of Content available on the Site that is used by you.
- ❖ We make no warranty that the Services or Site will meet your requirements or that the Services or your access to the Site will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to any information that may be obtained through the Services or Site.
- ❖ In case there is any defect in any software being used for the provision of the Services, we do not make any warranty that defects in such software will be corrected.
- ❖ You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Services or Site is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.
- ❖ The Site does not implicitly or explicitly support or endorse the procurement of any Service on the Site. We shall not be responsible for the quality of Services provided through the Site.

- ❖ No advice or information, whether oral or written, obtained by you from the Services or Site or through the Service(s) or Site shall create any warranty not expressly made herein.
- ❖ In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

20. LIMITED LIABILITY

- ❖ To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any Content on it, whether express or implied.
- ❖ We will not be liable to any user for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Site; or
 - use of or reliance on any Content displayed on the Site.
 - use of the Services provided through the Site
 - loss of profits, sales, business, business opportunity or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or

21. INDEMNIFICATION

- ❖ You agree to defend, indemnify, and hold us 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: (1) your Contributions; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a Third Party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

- ❖ Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. USER DATA

- ❖ We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. 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.

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

- ❖ Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.
- ❖ You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Site.

- ❖ You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

24. TERM AND TERMINATION

- ❖ These Terms and Conditions shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms and conditions, 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 and conditions or of any applicable law or regulation.
- ❖ We may terminate your use or participation in the site or delete your account and any Contributions or information that you posted at any time, without warning, in our sole discretion.
- ❖ Any violations of Clause 7 are a cause for permanent suspension of all accounts and we reserve all rights to terminate your access to our Site.
- ❖ 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, criminal, and injunctive redress.

25. DISPUTE RESOLUTION

- ❖ We encourage our Users to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Centre or if you encounter non-permitted usage on the Site, Users can contact XXXXXX's Customer Support department for assistance.

26. APPLICABLE LAW

- ❖ Please note that these Terms, its subject matter and its formation, are governed by the laws of the India. The courts of Bengaluru in India will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you

consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum.

27. RELATIONSHIP OF THE PARTIES

- ❖ There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

28. ASSIGNMENT

- ❖ These Terms and Conditions 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.

29. SEVERABILITY

- ❖ If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

30. CONTACT US

- ❖ For general enquires, complaints and/or giving any feedback, please email to ***contact@photoshooto.com***.
- ❖ In case you do not want to continue using our Services and want to deactivate your account with us, please contact is at ***contact@photoshooto.com***
- ❖ If you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us at ***contact@photoshooto.com***. (“**Opt-out Request**”). You agree that you are not entitled to use this Site or the Services unless your Opt-out Request is accepted by us in writing.