

## Terms of Service

Effective date: July 8, 2023

Welcome to MEMEDD APPPrivate WLimited (“**Company**”, “**we**”, “**us**” or “**our**”), a mobile technology company specializing in finance and accounting related tech products. Our goal is to move forward mobile money and finance management to the next level using neural networks, deep learning and data analytics technics. We aim to create new ways for people to maximise their profits through the technology and accounting.

These Terms of Use (these “**Terms**”) apply to all users and others who download, install, register with, access or use (“**Use**” and “**Users**”, “**you**”, as applicable) our mobile application Solo (“**Solo**” or “**application**”).

These Terms are a binding contract between you and us. By accepting these Terms through Using Solo, you are accepting and agreeing to these Terms on behalf of yourself or the entity that you represent in connection with the Use of Solo. If you are Using Solo on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person’ or entity’s behalf and that such person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

**By Using Solo, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15 (Dispute Resolution; Binding Arbitration), do not Use Solo. Your continued Use of Solo will confirm your acceptance of these Terms.**

If you have any questions about these Terms or Solo, please contact us (for contact information, please, see How to Contact Us Section).

### 1. DESCRIPTION OF Solo

Solo is an application based software that uses machine learning and data analytics algorithms to transform your finanacial data into meaningful objectives leading to better savings. You can then share the offers through social media sites or store them for personal use.

### 2. ELIGIBILITY

**General age limitation.** You must be at least 13 years of age to Use Solo. If you are under 18 years of age (or the age of legal majority where you live), you may only Use Solo under the supervision of a parent or legal guardian who agrees to be

bound by these Terms. If you are a parent or legal guardian of a User under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such User in connection with Solo.

You represent and warrant that you have the full power and authority to enter into this agreement and that in doing so you will not violate any other agreement to which you are a party and that you have not been previously suspended or removed from Using Solo. You further agree to Use Solo in compliance with all applicable laws. Solo is not available to any Users previously prohibited from Using it.

### **3. PPI CARD/WALLET**

**LivQuik Technology (India) Private Limited (“Bank”, “Wallet Provider”), having its registered office at B-206, Supreme Business Park, Hiranandani Gardens, Powai, Mumbai-400076. LivQuik is an RBI authorized PPI issuer and prepaid cards associated with PPI wallet offered by Solo is issued by LivQuik and detailed terms and condition for the prepaid card are available at [Terms and Conditions - livquik](#)**

#### **Types of PPIs**

##### **Small PPI**

- Minimum details shall necessarily include a mobile number verified with OTP and a self- declaration of name and unique identity / identification number of any ‘mandatory document’ or OVD or any such document with any name listed for this purpose in the Master Direction on KYC, as amended from time to time.
- Such PPIs shall be reloadable in nature. Loading / Reloading shall be from a bank account /credit card / full-KYC PPI.
- The amount loaded in such PPIs during any month shall not exceed Rs.10,000 and the total amount loaded during the financial year shall not exceed Rs.1,20,000.
- The amount outstanding at any point of time in such PPIs shall not exceed Rs.10,000.

- These PPIs shall be used only for purchase of goods and services. Cash withdrawal or funds transfer from such PPIs shall not be permitted.
- PPI shall have an option to close the PPI at any time. The closure proceeds can be transferred 'back to source account' (payment source from where the PPI was loaded). Alternatively, the closure proceeds can be transferred to a bank account after complying with KYC requirements of PPI holder.

#### Full-KYC PPI

- Video-based Customer Identification Process (V-CIP) can be used to open full-KYC PPIs as well as to convert Small PPIs into full-KYC PPIs.
- Such PPIs shall be reloadable in nature.
- The amount outstanding shall not exceed Rs.2,00,000/- at any point of time.
- Funds can be transferred 'back to source account' (payment source from where the PPI was loaded) or 'own bank account of the PPI holder' (duly verified by the PPI issuer). However, PPI issuer may set the limits considering the risk profile of the PPI holders, other operational risks, etc.
- PPI issuer shall provide the facility of 'pre-registered beneficiaries' whereby the PPI holder can register the beneficiaries by providing their bank account details, details of PPIs issued by same issuer (or different issuer as and when permitted), etc.
- In case of such pre-registered beneficiaries, the funds transfer limit shall not exceed Rs.2,00,000/- per month per beneficiary. PPI issuer shall set the limits within this ceiling considering the risk profile of the PPI holders, other operational risks, etc.
- Funds transfer limits for all other cases shall be restricted to Rs.10,000/- per month.

- Funds transfer from such PPIs shall also be permitted to other PPIs, debit cards and credit cards as per the limits given above.
- There is no separate limit on purchase of goods and services using PPIs and PPI issuer may decide limit for these purposes within the overall PPI limit.
- PPI issuer shall also give an option to close the PPI and transfer the balance as per the applicable limits of this type of PPI. For this purpose, the issuer shall provide an option, including at the time of issuing the PPI, to the holder to provide details of pre-designated bank account or other PPIs of same issuer (or other issuer as and when permitted) to which the balance amount available in the PPI shall be transferred in the event of closure of PPI, expiry of validity period of such PPIs, etc.
- Cash withdrawal shall be permitted upto a maximum limit of Rs.2,000/- per transaction within an overall monthly limit of Rs.10,000/- per PPI across all channels (agents, ATMs, PoS devices,etc.).

### **Expiry of PPI**

This card will be valid for 5 years or valid until the expiry date printed on the card.

Once the Card is expired following process shall be followed:

- A new Card can be reissued based on customer request in lieu of expired card which can be used by card holders.
- Card which has expired can be blocked and the remaining balance in card can be refunded back to customer.
- LivQuik may transfer the outstanding balance to its Profit & Loss account three years after the expiry date of PPI. In case the PPI holder approaches LivQuik for refund of such amount, at any time after the expiry date of PPI, then the same shall be paid to the PPI holder in a bank account.

## Charges and Fees

Surcharges will be applicable to certain type of transactions performed by card holders associated with specific merchant categories.

Currently there is no specific fees which are applied for the program however we shall update the T & C with applicable fees as and when introduced.

## LivQuik (Issuer) policies

As Quik Wallet PPI user issued by LivQuik it is your responsibility to visit LivQuik's Website on a regular basis to obtain the latest updates on policies for Quik wallet.

Refer below links to access LivQuik policies

[Terms and Conditions - livquik \(quikwallet.com\)](#)

[Grievance Policy - livquik \(quikwallet.com\)](#)

[Privacy Policy - livquik \(quikwallet.com\)](#)

<https://livquik.com/faq/>

## 4. USER ACCOUNTS AND ACCOUNT SECURITY

Certain Solo features or functionalities, that we may establish and maintain from time to time and in our sole discretion, may require you to register an account with us ("**Account**"). By creating an Account, you agree to: (i) provide accurate, current, and complete information for your Account, (ii) maintain and promptly update, as necessary, your Account information, (iii) maintain the security of your Account login information, (iv) be responsible for the acts or omissions of any third party who has authority to Use Solo on your behalf, and (v) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur in your Account. We are not liable for any loss or damage arising from your failure to comply with the above requirements.

You may register your Account using a valid account on the app store or marketplace from which you downloaded Solo (e.g. Apple App Store, Google Play, etc.) (each such account, a "**Third-Party Account**"). By using Third-Party Account to register your Account, you are allowing Solo to access your Third-Party Account as permitted under the applicable terms and conditions that govern your and/or use of such Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE

THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

## **5. PRIVACY**

Please refer to our [Privacy Policy](#) for information about how we collect, use and disclose information about you when you Use Solo. Transfer and storage of information about you, whilst you Use Solo, is governed by our Privacy Policy. You acknowledge and agree that your Use of Solo is subject to our Privacy Policy.

## **6. USER CONTENT**

Solo may allow you to upload, edit, create, store and share data (“**User Content**”). Except for the Company License you grant us below, you retain all rights in and to your User Content, as between you and us.

You grant us a perpetual, revocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable, sub-licensable license to use, reproduce, modify, adapt, translate, create derivative works from and transfer your User Content, without any additional compensation to you and always subject to your additional explicit consent for such use where required by applicable law and as stated in our Privacy Policy (the “**Company License**”). The Company License is for the limited purpose of operating, developing, providing and improving Solo and researching, developing and improving our existing and new products, including but not limited to Solo, unless you have provided us your additional explicit consent for the different purpose where required by applicable law.

You grant us consent to use the User Content, regardless of whether it includes an individual’s name, likeness or persona, sufficient to indicate the individual’s identity. You further acknowledge and agree that our use of your User Content will not result in any injury to you or to any person you authorized to act on your behalf.

You represent and warrant that: (i) you own the User Content stylized by you on or through Solo or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of the User Content you stylize on or through Solo; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You may not upload, edit, create, store or share any User Content that violates these Terms or to which you do not have all the rights necessary to grant us the Company License described above.

We will not be liable to you for any modification, suspension or discontinuation of Solo, or the loss of any User Content.

## **7. PROHIBITED CONDUCT AND CONTENT**

You will not violate any applicable contract, intellectual property law, any other applicable law or other third-party rights (including the Company rights) or commit a tort, and you are solely responsible for your conduct while Using Solo. You represent, warrant and agree that you will not Use Solo by uploading the User Content or otherwise (all of the following conduct includes any attempts to perform any of the following):

- To engage in any harmful, fraudulent, deceptive, harassing, threatening, intimidating, predatory, defamatory, obscene, stalking or otherwise objectionable conduct.
- For any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms.
- In any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying Solo or that could damage, disable, overburden or impair the functioning of Solo in any manner.
- To decipher, decompile, disassemble or reverse engineer any aspect of Solo (such as the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas or algorithms), do anything that might discover the source code, bypass or circumvent measures employed to prevent or limit your access to any part of Solo.
- To circumvent any content-filtering techniques we employ or to access any feature or area of Solo that you are not authorized to access.

- To develop or to use any third-party applications that interact with Solo without our prior written consent, including any scripts designed to scrape or extract data from Solo.
- To display, mirror or frame Solo, or any individual element within Solo, the Company's name, any Company trademark, logo or other proprietary information without our express written consent.
- To use any meta tags or other hidden text or metadata utilizing the Company's trademark, logo URL, product or services name without our express written consent.
- To gain unauthorized access to, interfere with, damage, or disrupt any server, computer or database connected to Solo.
- For any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.
- To violate any applicable law or regulation.
- To encourage, assist or enable any other party to do any of the foregoing.

You may only share the User Content that is non-confidential and you have all necessary rights to disclose. You may not upload, edit, create, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent.
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any person or otherwise create liability or violate any local, state, national or international law.
- May infringe, misappropriate or violate any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any person.



- Contains any private or personal information of any person without such person's consent.
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content.
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from Using or enjoying Solo, or that may expose us or others to any harm or liability of any type.

We have the right to monitor your Use of Solo to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects Solo. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the applicable law.

We reserve the right, in our discretion and at any time, to suspend or discontinue Solo, introduce new features or impose limitations on certain features, or restrict access to Solo.

## **8. LIMITED LICENSE; COPYRIGHT AND TRADEMARK**

Solo and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, tools, user generated tools and other content contained therein (collectively, **"Solo Content"**) (and intellectual property rights in or to the preceding items) are owned by us or licensed to us and are protected under both India and foreign laws. Except as explicitly stated in these Terms, we and our licensors, as applicable, reserve all rights, title and interests (including without limitation all intellectual rights) in and to Solo and the Solo Content. Your use of the Solo Content shall be always subject to these Terms and, if applicable, additional terms and conditions that we may communicate to you from time to time, such as terms and conditions from our licensors (such additional terms, "Supplemental Terms"). Such Supplemental Terms are hereby incorporated into these Terms by reference. To the extent of any conflict or inconsistency between these Terms and Supplemental Terms the latter shall govern. You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, revocable license to Use Solo and the Solo Content for your own

personal use (“**User License**”); however, such User License is subject to these Terms and (if applicable) the Supplemental Terms and does not include any right to: (i) sell, resell or commercially use Solo or the Solo Content; (ii) copy, reproduce, distribute, publicly perform or publicly display the Solo Content, except as expressly permitted by us or our licensors; (iii) modify the Solo Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of Solo or the Solo Content, except as expressly set forth in these Terms and the Supplemental Terms; (iv) use any data mining, robots or similar data gathering or extraction methods; or (v) Use Solo or the Solo Content other than as expressly provided in these Terms and the Supplemental Terms. Any Use of Solo or the Solo Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the User License granted under these Terms and (if applicable) the Supplemental Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Solo Content.

## **9. IN-APP PURCHASES AND SUBSCRIPTIONS**

Solo may include virtual services or tools that can be licensed for a fee, typically via in-app purchase (“**Purchased Content**”). You may only use the Purchased Content if you are over 18 years old (or of age of legal majority where you live, if different), and only on a limited, personal, nontransferable, nonsublicensable and revocable basis for non-commercial use only. We reserve the right to manage, regulate, control, modify, or eliminate Purchased Content at any time (and in case of subscriptions, after a specified time under terms of a respective subscription). Upon the Purchased Content being available to you (and in case of subscriptions, after the Purchased Content has been available to you for a specified time under terms of a respective subscription), our obligations to provide the Purchased Content are deemed fulfilled, and we make no representation that the Purchased Content will be available to the purchaser for any length of time (otherwise as may be specified in terms of a respective subscription), nor that Solo will continue to support the Purchased Content (otherwise as may be specified in terms of a respective subscription). **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR THE PURCHASED**

**CONTENT FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR THE UNUSED PURCHASED CONTENT, WHETHER YOUR LOSS WAS VOLUNTARY OR INVOLUNTARY .**

We are unable to view, access, or modify any financial transactions from Apple (as defined below) or Google LLC in-app subscriptions for security and privacy reasons. Instead, we would ask that you reach out to the appropriate support team of Apple or Google LLC in relation to your subscription to request any refunds.

If made via a Google in-app subscription or purchase use the chat bot [here](#) to make that request or learn more about refunds from Google Play [here](#).

You can request a refund for an Apple in-app subscription or purchase by following the guidance [here](#).

## **10. COPYRIGHT INFRINGEMENT**

It is our policy to respect the legitimate rights of copyright owners, and we will respond to notice of alleged copyright infringement that comply with applicable law. If you believe that any data uploaded, downloaded or appearing on Solo have been copied in a way that constitutes copyright infringement, you may request removal of that work (or access to it) from Solo by submitting a written notification to our copyright agent designated below. Such written notice ("**Notice**") must include substantially the following:

- A physical or electronic signature of the copyright owner, or a person authorized to act on behalf of the owner, of an exclusive copyright that has allegedly been infringed.
- Identification of the copyrighted work claimed to have been infringed or, if the claim involves multiple works on Solo, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material on Solo.
- Information reasonably sufficient to permit us to contact you, such as your name, postal address, telephone number and if available, email address.

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated Copyright Agent to receive the such Notices is:

Copyright Agent	
Address:	No.61, "Nalanda", Opp. Basavanagudi Head Post Office, K R Road, Basavanagudi, Bangalore Karnataka 560004
Telephone Number:	+91 9886830664
E-Mail Address:	<a href="mailto:memedd@widd.in">memedd@widd.in</a>

Please be aware that if you knowingly materially misrepresent that any material or activity within Solo is infringing your copyright or the copyright of a person that you know, you may be held liable for damages (including costs and attorneys' fees) under the applicable laws.

If we become aware that any of our Users have repeatedly infringed copyrights, we will take reasonable steps to disable access to Solo for such Users.

## 11. FEEDBACK

We welcome any your feedback, questions, comments, suggestions, ideas, original or creative materials or other information you submit about us or Solo (collectively, "**Feedback**"). You can submit Feedback by contacting us (please, see How to Contact us Section). Your Feedback is non-confidential and will become our sole property. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to your Feedback and will be entitled to the unrestricted use and dissemination of your Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **12. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless us and each of our respective officers, directors, agents, partners and employees (individually and collectively, “**Company Parties**”) from and against any loss, liability, claim, demand, damages, expenses or costs (“**Claims**”) arising out of or related to (i) your Use of Solo; (ii) your User Content or Feedback; (iii) your violation of these Terms; (iv) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); and (v) your conduct in connection with Solo. You agree to promptly notify the Company Parties of any third party Claims, cooperate with the Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Company Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Company Parties.

## **13. DISCLAIMERS**

We do not control, endorse or take responsibility for any User Content (and its loss) or third-party content available on or linked to Solo. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Your Use of Solo is at your sole risk. Solo is provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that Solo is accurate, complete, reliable, current or error-free. While we attempt to make your access to and Use of Solo safe, we cannot and do not represent or warrant that Solo or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of Solo.

## **14. LIMITATION OF LIABILITY**

The Company and the other Company Parties will not be liable to you under any theory of liability — whether based in contract, tort, negligence, strict liability, warranty, or otherwise — for any indirect, consequential, exemplary, incidental,

punitive or special damages or lost profits, even if you have been advised of the possibility of such damages.

The total liability of the Company and the other Company Parties, for any claim arising out of or relating to these Terms or Solo, regardless of the form of the action, is limited to the amount paid, if any, by you to Use Solo. In no event will the Company's total liability arising out of or in connection with these Terms or from the Use of or inability to Use Solo exceed the amounts you have paid to Use Solo or ten (\$10) U.S. dollars, if you have not had any payment obligations to the Company, as applicable. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and you. The limitations set forth in this Section will not limit or exclude liability for fraud or intentional misconduct of the Company or the other Company Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **15. RELEASE**

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between the Users and the acts or omissions of third parties.

## **16. GOVERNING LAW AND VENUE**

These Terms and your Use of Solo will be governed by, construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between you and the Company that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state and central courts of Karnataka and the India, respectively

## **17. CHANGES TO THESE TERMS**

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms and update the "Effective date" above. You are expected to check our terms regularly so you are aware of any changes, as they are

binding on you. We may also attempt to notify you by providing notice through Solo. Unless we say otherwise in our notice, the amended terms will be effective immediately and your continued Use of Solo after we provide notice will confirm your acceptance of those changes. If you do not agree to the amended terms, you must stop Using Solo.

## **18. ELECTRONIC COMMUNICATIONS**

By Using Solo, you also agree to electronic receive communications from us, including via email, push notifications, and by posting notices on Solo. The communications between you and us may take place via electronic means, whether you Use Solo or send us emails, or whether we post notices on Solo or communicate with you via email. These communications may include notices about Solo and the Purchased Content and are part of your relationship with us. For contractual purposes, you: (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the Use of Solo (e.g., technical and security notices, updates to the Privacy Policy and Terms), and updates concerning new and existing features (e.g., changes/updates to features of Solo and their scope, prices of in-app subscriptions) and marketing and promotional information about the Company's products and services.

You may opt-out of receiving promotional emails from us at any time through any of the following methods:

- by following the opt-out links in any promotional email sent to you; or
- through Solo settings on your mobile device; or
- by contacting us at any time using the contact details in How to Contact Us Section.

You may opt out of push notifications by changing the settings on your mobile device.

## **19. TERMINATION**

We reserve the right, without notice and in our sole discretion, to terminate your right to Use Solo. We are not responsible for any loss or harm related to your inability to Use Solo. Upon any termination, discontinuation or cancellation of Solo, all provisions of these Terms, which by their nature should survive, will survive, including without limitation, ownership provisions, warranty disclaimers, limitations of liability and dispute resolution provisions.

## **20. ADDITIONAL TERMS APPLICABLE TO IOS DEVICES**

The following terms apply if you Use Solo on any device that contains the iOS mobile operating system (“**App**”) developed by Apple Inc. (“**Apple**”).

- **Acknowledgement.** You acknowledge that these Terms are concluded solely between you, and not with Apple, and us, not Apple. We are solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the usage rules for the Apple App Store terms of service as of the date you download the App, and in the event of any conflict, the usage rules in the Apple App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Apple usage rules.
- **Scope of License.** The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Apple usage rules set forth in the Apple App Store terms of service.
- **Maintenance and Support.** You and us acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- **Warranty.** You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may



notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You and the Company acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of the Company. However, you understand and agree that in accordance with these Terms, the Company has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

- **Product Claims.** You and the Company acknowledge that as between Apple and the Company, the Company, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- **Intellectual Property Rights.** You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringe third party's intellectual property rights, the Company, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.
- **Legal Compliance.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii)

you are not listed on any U.S. Government list of prohibited or restricted persons.

- **Developer Name and Address.** Any questions, complaints or claims with respect to the App should be directed to:

**Memedd App Private Limited**

No.61, "Nalanda", Opp. Basavanagudi Head Post Office

K R Road, Basavanagudi, Bangalore Karnataka 560004

Phone: 9886830664

[memedd@wldd.in](mailto:memedd@wldd.in)

- **Third-Party Terms of Agreement.** You agree to comply with any applicable third-party terms when Using he App.
- **Third-Party Beneficiary.** You and the Company acknowledge and agree that Apple and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

## 21. HOW TO CONTACT US

If you have any questions, complaints or claims with respect to these Terms or Solo, please contact us via email at [memedd@wldd.in](mailto:memedd@wldd.in) or our mailing address:

**MEMEDD APP Private Limited**

No.61, "Nalanda", Opp. Basavanagudi Head Post Office

K R Road, Basavanagudi, Bangalore Karnataka 560004

Phone: 9886830664

## 22. MISCELLANEOUS

These Terms constitute the entire agreement between you and us relating to Solo and your Use of Solo, and these Terms supersede and replace any and all prior oral or written understandings or agreements between the Company and you relating to Solo and your Use of Solo. The language of these Terms is the English language only. You hereby irrevocably waive any law applicable to you requiring that these Terms shall be localized to meet your language (as well as any other localization

requirements), or requiring a delivery or retention of non-electronic records. The failure of us to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The waiver of such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If any provision of these Terms is held invalid and unenforceable (either by an arbitrator appointed pursuant to the terms of the Dispute Resolution; Binding Arbitration Section above or by court of competent jurisdiction), that provision will be enforceable to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. The Section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third party beneficiary rights upon any other person or entity. You may not assign or transfer your rights under these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer your rights under these Terms, without such consent, will be null and of no effect. We may freely assign or transfer our rights and obligations under these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.