

Terms of Use

Welcome to Aasha!

These Terms of Use govern your use of Aasha and provide information about the Aasha Service, outlined below. When you create an Aasha account or use Aasha, you agree to these terms.

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: these Terms do indeed form a legally binding contract between you and Aasha. So please read them carefully.

In order to use Aasha or services that link to these Terms (we refer to these collectively as the "Services"), you must have accepted our Terms and Privacy Policy, which are presented to you (i) when you first open the app and (ii) when we make any material changes to the Terms or the Privacy Policy. Of course, if you don't accept them, then don't use the Services.

The Aasha and its Service, provided to you by Team Aasha. These Terms of Use therefore constitute an agreement between you and Team Aasha.

The Aasha Service

We agree to provide you with the Aasha Service. The Service includes all of the Aasha products, features, applications, services, technologies, and software that we provide to advance Aasha's mission: To find missing people and connect them with their family. The Service is made up of the following aspects (the Service):

- **Offering personalized opportunities to find, report and help missing people to reach their home safely**

We here at Aasha understand the pain and grief of missing or someone you love and actually care about. So we build systems that help to find a missing person who you and others care about, and use that information to help you find, locate and them. Part of that is highlighting content, features and accounts you might be interested in, and offering ways for you to experience Aasha, based on things you and others do on Aasha.

- **Fostering a positive, inclusive, and safe environment.**

We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure. We also may share information about misuse or harmful content with law enforcement. Learn more in the Data Policy.

- **Developing and using technologies that help us consistently serve our growing community.**

Organizing and analyzing information for our growing community is central to our Service. A big part of our Service is creating and using cutting-edge technologies that help us personalize, protect, and improve our Service on an incredibly large scale for a broad global community. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service.

- **Ensuring a stable global infrastructure for our Service.**

To provide our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. This infrastructure may be owned or operated by Team Aasha, or their affiliates.

- **Research and innovation.**

We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

The Data Policy

Providing our Service requires collecting and using your information. The Data Policy explains how we collect, use, and share information across the Aasha and its Services. You must agree to the Data Policy to use Aasha.

Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

Who Can Use Aasha

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Aasha community.

- You must be at least 13 years old to use Aasha.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

How You Can't Use Aasha

Providing a safe and open Service for a broad community requires that we all do our part.

- **You can't impersonate others or provide inaccurate information.**
You don't have to disclose your identity on Aasha, but you must provide us with accurate and up to date information (including registration information). Also, you may not impersonate someone you aren't, and you can't create an account for someone else unless you have their express permission.
- **You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.**
- **You can't violate (or help or encourage others to violate) these Terms or our Policies**
- **You can't do anything to interfere with or impair the intended operation of the Service.**
- **You can't attempt to create accounts or access or collect information in unauthorized ways.**
This includes creating accounts or collecting information in an automated way without our express permission.
- **You can't attempt to buy, sell, or transfer any aspect of your account (including your username) or solicit, collect, or use login credentials or badges of other users.**
- **You can't post private or confidential information or do anything that violates someone else's rights, including intellectual property.**
- **You can't use a domain name or URL in your username without our prior written consent.**

Permissions You Give to Us

As part of our agreement, you also give us permissions that we need to provide the Service.

- **We do not claim ownership of your content, but you grant us a license to use it.**
Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). You can end this license anytime by deleting your content or account. However, content will continue to appear if you shared it with others and they have not deleted it. To learn more about how we use information, and how to control or delete your content, review the Data Policy .

- **Permission to use your username, profile picture, and information**
You give us permission to show your username, profile picture, and information about your actions or in connection with accounts engage with that are displayed on Aasha and its Services, without any compensation to you. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.
- **Permission to display of content in Public Domain or as Public Content**
Our Service let you create, upload, post, send, receive, and store content. When you do that, content are automatically set to be viewable in public domain as a “Public Content.” For all content you submit to the Aasha you grant Team Aasha a worldwide, royalty-free, sub licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content as well as a perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, publicly perform, and publicly display Public Content in any form and in any and all media or distribution methods (now known or later developed). To the extent it’s necessary, when you appear in, create, upload, post, or send Public Content, you also grant Team Aasha. the unrestricted, worldwide, perpetual right and license to use your information. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.
- **You agree that we can download and install updates to the Service on your device.** You may be able to adjust these automatic downloads through your device’s settings.

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images or designs we provide that you add to content you create or share), we retain all rights to our content (but not yours).

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies, or we are permitted or required to do so by law. We can refuse to provide or stop

providing all or part of the Service to you (including terminating or disabling your account) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies), if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law. If we take action to disable or terminate your account, we will notify you where appropriate. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our Aasha Team.

- Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it. This paragraph, and the section below called "Our Agreement and What Happens if We Disagree," will still apply even after your account is terminated or deleted.

Rights We Grant You

Aasha grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services' benefits in a way that these Terms and our usage policies, allow.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so.

Your Account

You are responsible for any activity that occurs in your Aasha account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You will not buy, sell, rent, or lease access to your Snapchat account, Snaps, a Snapchat username, or a friend link without our written permission.
- You will not share your password.
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to Aasha Team.

Our Agreement and What Happens if We Disagree

Our Agreement

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- This agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens

- THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE EXTENT PERMITTED BY LAW 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, WHILE Team AASHA. ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.
- TEAM AASHA TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH Snap Inc. WILL BE RESPONSIBLE FOR.
- We also don’t control what people and others do or say, and we aren’t responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren’t responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called “liability”) is limited as much as the law will allow. If there is an issue with our Service, we can’t know what all the possible impacts might be. You agree that we won’t be responsible (“liable”) for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms,

even if we know they are possible. This includes when we delete your content, information, or account.

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEAM AASHA. AND OUR MANAGING MEMBERS, DEVELOPERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF Snap Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

How We Will Handle Disputes.

If you are a consumer, the laws of the country in which you reside will apply to any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms ("claim"), and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that the claim must be resolved exclusively in the Indian District Court for the Sagar District of Madhya Pradesh or a state court located in Jabalpur, that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the India will govern these Terms and any claim, without regard to conflict of law provisions.

Unsolicited Material

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#).