

Terms & Conditions

*PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES OF MEMU WORLD EITHER THROUGH THE APPLICATION OR THE WEBSITE (<https://memu.world>) IF YOU DO NOT UNDERSTAND ENGLISH, PLEASE HAVE THESE TERMS & CONDITIONS TRANSLATED AND EXPLAINED TO YOU IN YOUR VERNACULAR OR PREFERRED LANGUAGE; BY USING THIS APPLICATION/WEBSITE, YOU ARE DEEMED TO HAVE AGREED TO BE BOUND BY THE FOLLOWING TERMS & CONDITIONS.

YOU FURTHER AGREE THAT BY ACCESSING OR USING THE APPLICATION/WEBSITE, YOU ACCEPT THAT THE ROAD INFORMATION PREVAILS AND THE COMMUNITY-BASED REPORTING/ALERT PLATFORM DOES NOT IN ANY MANNER ATTEMPT TO REPLACE THE INFORMATION ON THE ROAD.

YOU FURTHER AGREE THAT YOU SHALL DRIVE IN A PRUDENT MANNER AND SHALL NOT SEND TRAFFIC ALERTS OR USE THE SERVICE FOR ANY MEANS OTHER THAN NAVIGATION WHILE DRIVING THE VEHICLE.

1. These Terms & Conditions ("Agreement") govern the access or use of the Memu World platform through your electronic device which includes the website – <https://memu.world> ("Website") and the Memu World mobile application ("Memu World App") on iOS or Android devices, including phones, tablets or any other electronic device, accessed or used by you, an individual, either directly, or through any of the members of your family, friends, employees or agent, wherein such platform is made available by Apteso Software Private Limited ("ASPL"), a private limited liability company established in India, having its registered office at No. 55, Abhiman Enclave, Flat No. 105, Dodda Banaswadi Main Road, Banaswadi, Bangalore KA 560043 with Corporate Identification Number U72200KA2016PTC085494.

Acceptance

- 2.** Your access and use of the Memu World platform constitutes your acceptance to be bound by all the terms contained within this Agreement, which establishes a lawful and binding contractual relationship between you and Memu World. The term Memu World is interchangeable with the term ASPL for the purpose of this Agreement. If you do not agree to these Terms, you may not access or use the services.
- 3.** By creating an account on the Memu World App and by using the services, you signify electronically, your agreement to all terms, conditions, and/or notices contained or referenced herein and to resolve any disputes with Memu World in the manner as given in this Agreement.
- 4.** Further, you agree that the Memu World reserves the right, and has the discretion, to update or revise the terms contained in this Agreement at any time without notice to any of the users, including you. Your continued use of the Website, Memu World App and the services following the posting of any changes to the Terms & Conditions constitutes an unconditional acceptance of the amendments made to this Agreement by Memu World.
- 5.** Memu World encourages you to review this Agreement whenever you visit the Website or the Memu World App to take note of changes of modifications to these Terms & Conditions, notwithstanding the same, such changes shall be binding on you.
- 6.** This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Memu World for other products or services. In the event of any conflict between the terms of this Agreement and any other

agreement executed with you, the terms of such other agreement shall prevail in relation to the subject matter thereof.

7. Definitions

- a. Application** shall mean the mobile application ("Memu World App") on iOS or Android devices, including phones, tablets or any other electronic device.
- b. Authority** shall mean an appropriate authority of any government regulating transportation, traffic and related activities.
- c. Car Pool** shall mean when a user provides his/her/their services to share any type of road transport vehicle either owned by them or on hire by them, or transport other users, which may include persons, or goods, in accordance with law, from one location to another in their vehicle at a pre-determined date and time, based on a price quoted by the user who offers empty seats/space in his/her/ their vehicle for pooling (including any private or commercial vehicles) which is then accepted by another user.
- d. Developer** shall mean Memu World/Appteso Software Private Limited ("ASPL").
- e. Intermediary** shall mean any hosting platform based either on Android or iOS devices.
- f. Price/Rate** shall mean the amount payable by a user availing car pool services to another user who provides such services through the Wallet contained in the Memu World App.

- g. Reputation Coins** shall mean virtual points or tokens on the Memu World App and have no monetary value whatsoever, and cannot be redeemed in exchange for money, as these Reputation Coins are mere incentives that facilitate, allow or enable certain interactions and benefits by the User on the Memu World App, solely at the discretion of Memu World. These may be granted or deducted based on interactions on the Memu World App.
- h. Score** shall mean a rating scale which is solely based on the ratings provided to a User of the Memu World App based on their interactions and usage of the app.
- i. User** shall mean any ultimate entity who downloads; registers and uses the Memu World mobile app to avail any of the app features including but not limited to participating in a vehicle pool; avail navigation services; post traffic and community-related updates; publish and avail offers and deals from Memu World or through its partner networks; and interact with other users on the Memu World App.
- j. Vehicle** means any private or public transport system, including but not limited to the nature of vehicle such as a two-wheeler, three-wheeler, a four-wheeler such as motorbikes, scooters, motorcars, vans and any other mode of motor road transport, either public or private as regulated by law, and capable of carrying passengers and/or goods as the case may be.
- k. You** shall mean and include 'User' as defined above and any other person, authorised, or not authorised by the 'User' who aids and assists the usage of the Memu World App, using an electronic device belonging to, or in possession of, or owned by the User.

Use of the Platform

- 8.** You may use the website, the Memu World App and services provided through the platform, only if you agree to be bound by terms of this Agreement, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. You agree to use the website, the Memu World App and services as provided on it, only in a manner which is permitted by law and agree to never misuse the same. In the event that Memu World finds any non-compliance by you of this Agreement or the Privacy Policy or the applicable law, Memu World may suspend your account on the Memu World App or terminate the services, and delete your account.
- 9.** You agree and acknowledge that you assume full, exclusive and sole responsibility for your use of and reliance on the platform, and you further agree and acknowledge that your use of or reliance on the platform is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws (including traffic laws) while using the platform.
- 10.** You agree that the information provided by the platform cannot and shall not by any means replace the information presented on the road. The platform functions on a community-based reporting mechanism. Hence, in the event that the information presented on the road (traffic cameras, pot-holes, blocked roads, traffic congestion, free roads, traffic lights, traffic signs, police person, etc.) instructs differently than the platform, you must not rely on the platform.
- 11.** You agree that Memu World has the sole discretion in determining the nature of content that may be published by you, the duration of its publication, its location and its appearance on the platform. Memu World does not guarantee that all Content will be published, in general or for any limited time and has the right to

remove any content without assigning reasons. Any content that is published shall not reflect the views of Memu World and the user shall indemnify Memu World, its management and staff for any content that infringes the right of any third parties.

12. You agree that the use of the platform could be interrupted and is not error-free as it could be susceptible to external attacks, damages, malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in Memu World or any of its providers.

13. You accept that by viewing or accessing any content created by any User or advertisements displayed in the Memu World platform, you agree that neither Memu World nor any of its management, staff and directors are in anyway responsible for the contents of such advertisements or content and the same shall not indicate an offer, inducement or promotion of a particular service in any manner whatsoever. You further agree that the terms & conditions of our third-party services provides including but not limited to Google Ads, Mapbox, Google Maps, Amazon Web Services, etc are not included within this Agreement and do not form part and parcel of this Agreement and you are cautioned to examine the policies of such the above mentioned third parties. You further accept that Memu World shall under no circumstances be liable for any acts/omissions from the third-party advertisers, or any claims arising out of such advertisements and content created by other Users. You accept that you shall use free will, diligence and prudence while accessing and selecting services through such advertisements.

14. You agree and accept that Memu World may contain third-party links including but not limited to other web sites ("Third Party Sites") as well as advertisements to other services, content, blogs, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party

Applications, Software or Content"). You agree and accept that Memu World is not responsible for such third-party sites, Third Party Applications, Software and content created by other Users, and such materials are not investigated, monitored or checked for accuracy, appropriateness, or completeness. Memu World shall not be responsible for any Third-party sites accessed through the platform or any Third-party Applications, Software or Content posted on, available through or installed from the platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-party sites or the Third-party Applications, Software and Content created by other Users.

- 15.** You further agree and accept that the mere inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not, under any circumstances imply an approval or endorsement thereof by Memu World.
- 16.** You agree and accept that your decision to leave the platform and access such Third Party Sites or to use or install any Third Party Applications, Software or Content is out of your own free will and at your own risk.
- 17.** You agree and accept that this Agreement shall not govern any third party links contained in the platform. including but not limited to any Third Party Sites or Third Party Applications, Software or Content. You undertake that is your duty and obligation to review the applicable terms and policies of any web site to which you visit from the Platform, including privacy and data gathering practices, relating to any websites or applications you may use or install from the platform. Memu World shall not be responsible or liable in any manner whatsoever for any acts/ omissions / commissions by any Third Party Site or any Third Party Applications, Software or Content that has been viewed/ accessed/installed/navigated to from the platform. Memu World does not endorse any advertisements or content, contests,

competitions, invitations hosted by any third party on the platform, and the same be used and acted upon at the user's sole risk and responsibility.

Your Registration Information

18. Your account on the Memu World App enables you to access the services and functionality that Memu World establishes and maintains from time to time. While creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account credentials private and secure at all times. The User sign-up or the onboarding includes credentials such as your mobile number, car registration number, driver's license number, you may wish to provide during the "Registration Information". You must notify Memu World immediately in the event of any breach of security or unauthorized use of your account to allow us to deactivate your account or block your account temporarily. Memu World will not be liable for any losses whatsoever caused to you due to any unauthorized use of your account.

19. You may control your user profile and how you interact with other users through the Memu World App and through the use of the platform and services, by changing the settings therein. By providing your email address you consent to Memu World using your email address to send you service-related notices, including any notices required by law, in lieu of communication by postal mail. Memu World may also use your email address to send you other messages, such as changes to features of the Memu World App, services and special offers. If you do not want to receive promotional email messages, you may opt-out by unsubscribing from such email communications. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

User Content

20. The platform may post content such as your name, email address, phone number, vehicle registration number, driver's license number, third-party add-on insurance, current address or current location (in case of use of certain services that require the same), such information that you submit, post, display, or otherwise make available on the website or Memu World App, or in the process of using the platform or the Services shall constitute "User Content". Memu World claims no ownership rights over any User Content provided by you; however, by sharing such information, you agree to allow others to view and/or share your User Content in accordance with your settings in the use of the platform and services. Further, Memu World shall not retain any of the User Content for longer than the period required for the purposes for which the User Content may lawfully be used; however this period may be subject to change over the course of time.

21. You agree and accept that you are the sole author of your user content and you automatically grant Memu World a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights you have in your user information and to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, in any media now known or not currently known, with respect to your user content. Memu World shall only use your information and user content in accordance with our Privacy Policy. If you choose to remove your user content or deactivate your account, the license granted above shall automatically expire, however you acknowledge that Memu World may retain archived copies of your user content and information. Memu World does not assert any ownership over your user content and you shall retain full ownership of all of your content and any intellectual property rights or other proprietary rights associated with your content.

22. You agree that except for that information which is in the public domain or for which you have been given permission, you shall not copy, modify, publish, transmit, distribute, perform, display, or sell any proprietary information of other users which they may have posted on the Memu World platform, which has copyright protection whether or not identified as copyrighted.

23. Memu World reserves the right, but has no obligation, to monitor the materials you post on the platform, including but not limited to alerts, likes, dislikes, ads, promotions etc.. Notwithstanding this, you remain solely responsible for all the content, including but not limited to photos, profiles (including your name and image), likes, dislikes, information, your posts, advertisements, listings, and any other content that you post on the platform. Memu World shall, at its discretion, have the right to remove any such material that purports to violate the law or this agreement or any material that may be discriminatory, offensive, illegal, or may violate the Privacy Policy, violate others rights, harm or threaten the safety of Users.

Obligations of Users

24. You undertake that you have attained 18 years of age, are medically fit to drive and shall have and hold a valid Driver's License, and if you offer a carpool service, you undertake that you have a valid vehicle registration, valid permits with proof of tax if any for the vehicle, valid Pollution Under Control Certificate (PUCC) and that the vehicle is in a good operating and road worthy condition and meets all the applicable statutory and state requirements for a vehicle of its kind, including pollution related .

25. The User of the platform who offers carpool services undertakes that they shall not function in the capacity of a "Taxi Driver" or "Taxi Operator" while using the platform.

- 26.** You undertake that any changes to the route of the trip by the user who offers and avails carpool services is solely up to the discretion of the users and falls outside the purview of Memu World.
- 27.** You undertake that while offering carpool services, you shall take the most efficient, quickest route without over speeding or violating any traffic regulations. You shall not deviate from the agreed route unless agreed by the users who avail carpool services. You further agree that any loss of time or money caused due to such deviation shall not be attributed to Memu World and such deviation shall be outside the purview of Memu World.
- 28.** You undertake that you shall offer carpool services only if you have a valid policy of passenger liability insurance and third-party liability insurance (with a sufficient coverage amount consistent with all applicable legal requirements) and you further undertake to indemnify Memu World for any action taken against Memu World due to your acts, omissions, negligence or lack of insurance coverage.
- 29.** You undertake that Memu World will not be liable to check or validate any identity/ driver's license/ registration/ certifications or insurance policies. It is the duty of the person who avails the carpool services to check the details of the driver/vehicle. Further, the user who offers carpool services shall provide proof or evidence of the identity/ license/ registration/ certification if requested by the person who avails such services.
- 30.** You undertake that you will maintain good conduct at all times while using the Application.

31. You undertake that you understand and agree that this platform requires an internet connection that shall be owned and serviced by you, and such internet connection shall be of an appropriate and consistent bandwidth, solely at your expense and risk.

Restrictions

32. You shall not use the Memu World App if you are not a Indian citizen and resident of India. Any foreign citizen or non-resident of India, by using the Memu World App in India, shall be bound by the law of India only, and shall not invoke any other foreign jurisdiction or law to maintain any legal proceedings involving Memu World.

33. You shall not use the Memu World App if you have not attained 18 years of age, if you are of unsound mind or incapable of driving, or if you are a person disqualified under any law or declared as an insolvent.

34. You shall not use the Memu World App if you do not have a valid driver's license. You shall not use the Memu World App if you have a learner's license.

35. You shall not use the Memu World App if you do not have the legal right to operate the Vehicle used to offer Carpool services .

36. You shall not use the Memu World App for any services if your vehicle is not in a good operating condition, or is not road worthy, or does not meet any or all of the applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

37. While offering car pool services through the Application, you undertake that you shall not use vehicles that have not been registered on the platform.

- 38.** You undertake that you shall present yourself on time while offering or availing carpool services and at the location agreed with the specified Vehicle.
- 39.** You shall not copy, modify, adapt, reverse engineer, decompile, or disassemble any portion of the website and the Memu World App included in the service and/or the Website, or in any way or publicly display, perform, or distribute them.
- 40.** You shall not interfere with or violate any third party or other user's right to privacy or other rights.
- 41.** You shall not collect any personal information about other users of the Memu World App without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine.
- 42.** You must not, by any means, troll, harass, stalk, threaten, defame and violate the legal rights of users, employees, management of Memu World.
- 43.** You shall not hack, interfere with the platform or transmit any malware, ransomware, virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component.
- 44.** You shall not interfere with or disrupt the operation of the services and/or platform, or the servers or networks that host the platform or make the services and/or

Application and Website available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.

45. You shall not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing while using the Memu World App.

46. You shall not use any technology or device including that cause automated means, including but not limited to, any robot, spider, scraper in order to access the platform's database for any purpose without the express prior written permission of Memu World.

47. You shall not, in any circumstance, use the platform or services and/or Website for any illegal, immoral or unauthorized purposes.

48. You shall not discriminate or harass anyone on the basis of race, national origin, religion, age, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.

49. While using the services, you shall not overspeed, drive under the influence of alcohol, or any other psychotropic substances, and violate any of the provisions of the Motor Vehicle Act, 1988, its rules, and amendments thereto, operating circulars, notifications, guidelines, published by the appropriate authorities, in addition to other applicable law in force in India, under any circumstances whatsoever.

50. You shall not infringe or violate any of the terms contained within this Agreement

Breach and Indemnity

51. You agree to indemnify Memu World and its employees, officers, directors, agents, and fellow passengers, drivers and other commuters on the road, and pedestrians as well as all third-party advertisers and keep them indemnified forever, even after termination of the usage of the platform and services, against all claims, damages, expenses, losses, litigations, complaints, costs, penalties and liabilities that may arise as a result of your violation of the terms in this Agreement, and any applicable law.

Liability

52. Memu World shall not be liable for any of your acts or omissions that result in a violation of the Motor Vehicle Act, 1988 its rules, the operating circulars, notifications, guidelines, published by the appropriate authorities, in addition to other applicable law in force in India, under any circumstances whatsoever.

53. You take note of the fact that under no circumstances will Memu World be liable for any disputes, claims, loss, costs, or damages that occur between the users inter se, which will include co-passengers, drivers and owners of vehicles including, but not limited to personal injuries, death and property damages. Memu World will also not be liable for any loss or damage caused to any property, including vehicles owned by the user or any third parties. Memu World will not be liable for any personal injury or death arising out of any accident involving the Vehicle in question. All such disputes shall be strictly outside the purview of Memu World and each user is at liberty to resort to appropriate legal remedies against others in which Memu World shall not be a part of merely because the user/users are using Memu World's services as a platform.

- 54.** Memu World does not take any responsibility if verification of identity, age, competency of any users, validity of driver's license and the roadworthiness and conditions of vehicles that are involved in commuting. Memu World shall also not be liable in any manner whatsoever for the conditions of any highways, roads, avenues, streets lanes, or any other surface where a vehicle moves or is parked.
- 55.** Memu World shall not be liable in any manner for any damage caused to any properties, injury to persons, or loss of life due to any acts of God, war, civil war, any protests, demonstrations, hartals, riots, civil unrest, pandemic infections, diversion of traffic, etc.
- 56.** Memu World shall not be liable for any drop or suspension of internet, server, network issues, bugs in the software, or any instance of hacking or interference of use of the platform by anyone.
- 57.** Memu World is neither the owner or hirer of any vehicle, nor an employer of any of chauffeurs or drivers, or attendants, or helpers involved in the usage of any vehicles and is under no circumstances vicariously liable for any of their acts or omissions.
- 58.** By your use of the Memu World App, you agree that the car-pooling activity is solely at the discretion and cost of the users, and that Memu World is a mere facilitator that is in no way liable for the capability, trustworthiness, character or illegal acts or omissions committed by any of the users who offer or avail car pools. Memu World advises that the users exercise caution and discretion while availing and offering services.

59. Memu World shall not be liable for any of the content, road conditions, driving directions, or navigation routes presented or displayed in or by the Service,, including but not limited to any alerts/reports of traffic congestion, free roads, traffic cameras, speed breakers, potholes, existing roads that may not be visible on the platform, or any inaccurate/false alerts by the users.

60. You agree Memu World Platform provides a facility to synergise traveling in a particular route from one location to another, thereby enabling users to carpool and reduce their carbon footprint as well as the total number of vehicles plying on roads. The users may either offer carpool services or avail the same and such users shall be termed as "Carpool Givers" and "Carpool Takers" respectively, who will be matched based on their route and time, and individual selections, involving any type of road transport vehicles. It is clarified that the Memu World Platform is intended to be used only on private vehicles by Carpool Givers (irrespective of the Carpool Givers being the owner of such vehicle or otherwise) who are not registered as public service vehicle/taxi operators. The Memu World Platform is not meant for and does not in any manner permit the use thereof by Carpool Givers as Taxi service (as defined in Karnataka on-demand Transportation Technology Aggregators Rules, 2016) or a platform deemed to be a Taxi service. The Memu World Platform is not meant for the use of any vehicle as a public service vehicle or contract carriage or a stage carriage vehicle as defined under the Motor Vehicles Act, 1988 (Act No. 59 of 1988).

PAYMENT

61. The users understand that Memu World shall not determine the price. The user offering carpool services quotes charges for such services, that are displayed to user availing carpool services, before scheduling/accepting a ride. The user who avails such carpool services agrees to pay to the user who offers such carpool services as per the price quoted by the offeror as agreed between them or in the manner as indicated on the Memu World Platform, as the case may be.

- 62.**The user offering carpool services undertakes to not violate any of the laws pertaining to the maximum fee as per the respective guidelines of the appropriate authority and state government.
- 63.**Memu World reserves the right to decide the fees such as Platform Service Fees, Subscription Fees, and Inactive User Account Maintenance Fees and such other fee that may be levied from time to time, as applicable to run and maintain the Application. These fees are subject to change periodically, at the discretion of Memu World.. All charges, as applicable, shall be facilitated through standard payment gateway i.e. Memu World's third-party payment processing services.
- 64.**The user offering/availing Carpool services shall link designated e-wallets or UPI Accounts at the time of creation of an Account and shall not be able to initiate/participate in a Trip/Ride without linking their respective e-wallets or UPI Accounts and under no circumstances whatsoever shall the user pay consideration by way of any cash transactions, transactions in kind, or NEFT bank transfers.
- 65.**The score or ratings received by users for using Memu World platform shall not in any means be monetary or substituted as a method of payment. However, this may be subject to change at the sole discretion of Memu World.
- 66.**Reputation Coins that are gained by the users of the platform are non-monetary in nature shall not, under any circumstances, be construed as a substitute for payment. Memu World may, at its discretion, offer certain offers and promotions at the discretion of Memu World. However, this may be subject to change at the sole discretion of Memu World.
- 67.**For a failure/refusal to pay for the services availed, Memu World reserves the right to either suspend the account(s) of the user(s) or penalize them. The users

agree that any dispute regarding payment will not be resolved by Memu World, and the users must resolve their dispute separately without involving Memu World in any manner. Memu World shall not be liable for any loss of payment/part payment/failure or refusal to pay the amount/refunds pertaining to the services.

- 68.** All payments made are non-refundable and such a non-refund policy shall apply at all times irrespective termination of the services by the users who offer or avail carpools, or the platform's decision to terminate a Carpool Taker's usage, disruption caused to the platform's Services either planned, accidental or intentional, any act of God, pandemic, accident or any other reason whatsoever.
- 69.** You understand and accept that Memu World, at its sole discretion, may make promotional offers with different features available to any the users. These promotional offers, unless made to a particular user, shall have no bearing whatsoever on this Agreement and such offers may carry terms and conditions/an add on administrative fees.
- 70.** Memu World shall not be liable in any circumstances whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction, by payment gateway services.
- 71.** Memu World shall not be liable in any circumstances whatsoever with respect to any of the acts/omissions of the third parties through which promotional offers that may be availed directly/indirectly by the users.

72. Memu World shall not be liable for any third-party software, applications, including navigation applications that are used by any of the Users, along with, or as a part of the Memu World App.

73. Memu World shall not be liable for any traffic or road-related updates/alerts/information, and/or any defects in the navigation system used by the Memu World App.

Privacy

74. The Privacy Policy at (www.memu.world/PP) forms part and parcel of this Agreement.

Jurisdiction

75. The Courts in Bangalore, Karnataka shall have exclusive jurisdiction with respect to any claims or dispute that might arise from this Agreement, or the use of the platform.

Dispute Resolution

76. In the event of a breach of the terms of this Agreement or in the event of any differences or disputes arising between you and Memu World in regard to this Agreement or any matter relating thereto, the same shall be first referred for online mediation under the Bangalore International Mediation, Arbitration & Conciliation Centre, (BIMACC) Rules by appointing a BIMACC Approved Mediator and effort shall be made to ensure the disputes are resolved within 60 days from the date of first hearing by the mediator, unless mutually agreed to be extended by all the parties, for such extended term. If no settlement is arrived at within 60 days, or

within such extended time, the parties shall refer the dispute for institutional online arbitration of BIMACC for the appointment of a sole arbitrator by BIMACC, under the BIMACC Rules of Arbitration. The award of the Arbitrator shall be final and binding on the parties hereto and Arbitration shall be as per the provisions in force of the Arbitration & Conciliation Act, 1996. The Arbitration shall be conducted in English Language and the seat of Arbitration shall be in Bangalore.

Severability

77. If any provision in this Agreement is held as illegal or unenforceable by a court having jurisdiction, this Agreement shall stand modified as if the said provision did not exist therein without losing its intent. The rest of the provisions in this Agreement shall remain in full force and effect. A waiver by Memu World of any terms or conditions of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

Termination

78. The terms of this Agreement shall apply till such time you continue to use the platform or the Memu World App, or if Memu World has terminated your access to the platform because of any violation of the terms contained in this Agreement, in part or whole, by you, or on receipt of any complaints of misconduct, sexual harassment, gender, communal, or racial discrimination or fraud.