



## Terms And Conditions With Users

This agreement is entered between **Nari Suraksha Setu App** for Safety Tech Pvt. Ltd., (hereinafter referred to as “COMPANY”), and ‘You’ (hereinafter referred to as “You/User”) as the user of the Nari Suraksha setu App (hereinafter referred to as “App”).

The terms and conditions set out in this agreement shall be valid and enforceable from the date of its acceptance by the User or the date of creation of the account on the application. The User may proceed to avail COMPANY Services through this App only if the User accepts this Agreement by clicking on “I Agree”. If the User does not agree with any of the following terms and conditions, he / she shall not register or proceed further.

Whereas the App is owned and managed by the COMPANY and provides various services and information to the users such as ratings for Public Spaces (marked by users of the application), and the option to mark a place, street or portion of street, and area as safe or unsafe, or adding your reviews about the place already marked, using his Smartphone and registered phone number with an internet connection (GPRS, 2G, 3G, 4G, or 5G).

NOW, THEREFORE, in consideration of covenants set forth herein, the Parties, out of their free will and consent, have entered into this Agreement, and the Parties intending to be legally bound, hereby agree as follows:

**Agreement Documents:** This Agreement is the entire agreement between COMPANY and the User with respect to the use of the and / or access to the App Services /. This Agreement and the attached Exhibits exclusively will govern all services availed including any paid services, under the App by the User. User’s access to or use or navigation or surfing or the like of the Platform/Web site/Mobile application for any of the offered Services or otherwise shall mean User’s acceptance of these terms and conditions (including Exhibits). COMPANY is under no obligation to sell or license any offered services to the User unless the User accepts this Agreement by clicking on the “I Agree” button shown on the screen. This agreement is a non-exclusive agreement and does not preclude/prohibit COMPANY from entering into another agreement for the same services with another user or any number of users.

### Registration / Login on the App:

If the User would like to avail the Services, the User shall create an account by using the App. Pursuant to the creation of such account, the User shall be able to use COMPANY services on payment of service charges (if any)

User shall be liable to pay a non-refundable registration fee/ service fee with applicable taxes to COMPANY as per COMPANY's policy from time to time.

There are no registered fees or any applicable taxes linked to using the app.

The User can register only with the help of an email and subsequently will generate a User ID and password. The User shall at all times be responsible for maintaining secrecy and confidentiality of his/ her User ID and Password (collectively "Log-in"). User understands and acknowledges that any loss incurred due to sharing/leakage of Log-in details shall be the sole responsibility of the User / individual, and COMPANY will not be responsible for loss of any resultant data or information or money or compensation of any kind.

Only those users shall be eligible to register with the Website/ Mobile Application and avail its services, who have completed a minimum of 18 years of age and are otherwise competent to enter into a contract as per the "Indian Contract Act, 1872"

COMPANY shall display on its App information about its Service providers who are registered with it.

COMPANY may, at its discretion, contact the User personally through phone or e-mail, or Website for clarification of his/her queries / communications. COMPANY neither guarantees nor owes any responsibility or role for any Indication, review, or views posted by the User.

The COMPANY shall act only as a facilitator for indicating any area, street, or place as safe or unsafe ("Indication"). The COMPANY does not take any liability for any action or response taken by Government or Semi-Government Authorities ("Authorities") and/or any other users of the App and/or any third party against such indication of any area, street, or place as safe or unsafe. You undertake and warrant that all indications made by You shall not be made with any mala fide intent and should be true and correct to the best of your knowledge and belief.

COMPANY bears no responsibility as to the authenticity of the information posted on its App by the users and You will be responsible for providing and updating correct information about your profile and/or any Indications made by the You on the App. However, COMPANY's Customer Care department may help the User to clarify its doubts about the App services if any.

Some areas of the App may require You to provide your personal information / details for creating your Account / Profile. When and if a user does the same, he/she agrees to:

Provide accurate, current, and complete information as prompted in the registration form or any such form which requires You to enter personally identifiable information.

Maintain and update his /her personal information (including email address, contact phone nos., etc.) at all times.

The User acknowledges that, if any information provided is untrue, inaccurate, not current, or incomplete, COMPANY reserves the right of terminating this Agreement with the User and to stop the use of the App services by the User, by blocking the user.

Upon providing his/her personal information, the User agrees that he / she may be contacted by COMPANY for payment of Service Charges or any other interconnected or related or associated services through e-mail, voice call, telephone, SMS and correspondence, etc. (collectively "Communication").

The User shall not have any objection upon any Communication by COMPANY or its service providers or by any third party on behalf of COMPANY or its service providers regarding any matter connected with COMPANY Platform / Site / Mobile application. Notwithstanding the Users registration with the 'National Do Not Call Registry' Fully or Partly blocked category under the National Customer Preference Register set up under Telecom Regulatory Authority of India (TRAI), the user hereby expresses its interest and accords his / her willful consent to receive such communications and the User further confirms that any communication, as mentioned hereinabove, shall not be construed as 'Unsolicited Commercial Communication under the TRAI guidelines.

**Confidentiality:** The personal information/ data collected from the User shall be disclosed to the Authorities, wherever required. The User agrees that COMPANY may use the data collected by the App for the effective performance of its functions and for general statistical analysis. Save as otherwise provided in this Agreement, COMPANY shall make reasonable efforts to secure the electronic storage and transmission of data using appropriate security features and ensure that every person involved with COMPANY/App shall maintain the confidentiality of User's personal information shall also ensure that the same remain secured from unauthorised disclosure to third parties. Notwithstanding anything contained in this clause, COMPANY shall not be liable for, (a) where the User has himself/ herself or through their representatives or agents shared any personal information with any third party by providing access to his/ her account / Log-in details or through any other means; (b) has given such personal information voluntarily through any other Website/Mobile application; (c) is or becomes generally available to the public domain other than as a result of disclosure under this paragraph; (d) had been previously possessed by COMPANY without restriction against disclosure at the time of receipt by COMPANY; (e) was subsequently rightfully received from a third party without an obligation of confidentiality; or (f) was disclosed by the User to a third party on a non-confidential basis. The recipient shall be deemed to have met its confidentiality obligations as long as it exercises the same level of care to protect its own confidential information. COMPANY reserves the right without prior notice to disclose

the personal information of the User including the contents, materials, if the same is required; (a) in order to comply with any order/written directive/ judgement/decreed of Court or by any government or quasi-judicial authority;(b) by applicable law; (c) by professional/legal advisers, consultants, in connection with these terms and conditions or otherwise; (d) for investigating potential violations of the terms herein or applicable laws;(e) for investigating deliberate damage to the Services or its legitimate operation; (f) for responding to service support requests, or (g) for protecting the rights, property or safety or security of COMPANY, its subsidiaries, affiliates or Group Companies, Sub-contractors, suppliers, service providers, Channel partners, EIs, and/or Directors, employees consultants, advisors, representatives, agents, of COMPANY or of its subsidiaries, affiliates or group companies, , sub-contractors, suppliers, service providers, Channel partners and the general public at large.

**Ownership of Materials and Restrictions:** All content on this App, including site layout, screen designs, software, images, photographs, text, logos, data, graphics, audio, video clips, icons, services, and other similar materials (collectively, “Materials”) are the Properties of COMPANY or licensed to COMPANY for limited use and are protected under the patent, copyright, trademark, and all other intellectual property laws. The User cannot copy, display, distribute, modify, publish, reproduce, store, transmit, create derivative works from, or sell or license all or any part of services and /or materials obtained from our site in any medium or manner to anyone. No part of the site may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of the COMPANY. The User may print or download content from the App for personal, non-commercial use only, provided, he/she adheres to all patent, copyright, trademark, and other proprietary obligations and / or notices of the App. The User cannot use the Services of the App to publish or distribute any information (including software or other content/material) which is illegal, which violates or infringes upon the rights of any other person, which is abusive, offensive, profane, pornographic, threatening, or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law. COMPANY reserves the right to exercise editorial control over the content/ material that is submitted or distributed through its App and/or Services. The User cannot, without the approval of the COMPANY use the App to publish or distribute any advertising, promotional material, or invite other users of the App to use any of its services. The User cannot use the App to download and re-distribute or share public information for personal gain or use the App and/or services to distribute multiple copies of public domain information.

**Third-party links or links to other websites :** This App may contain links to other Internet Websites or resources only for the convenience of the User. COMPANY is not responsible for the availability or content of these external Websites / Mobile applications, nor does it endorse, warrant, or guarantee the products, services, or information described or offered at these other Websites/Mobile applications. COMPANY shall not be responsible for the contents, privacy practices, or policies of such third party Websites/Mobile Applications and the privacy policies of this site/Mobile application shall not apply to those Websites/Mobile applications or to any information collected otherwise by any third party, nor shall be liable for any loss, damage or claim in relation to the same.

**Disclaimer of Warranty:** COMPANY expressly disclaims warranties of any kind for any use of or any access to the App and/or for any material, information, links, or content presented on this App, to any external Website/Mobile application linked thereto, and to any external material, information, links, or content linked thereto. Neither COMPANY nor its affiliates, gives any warranty whatsoever, including without limitation, that the operation of the App will be uninterrupted or error-free; including the server that makes it available, is free from viruses or other harmful components; as to the results that may be obtained from the use of the content or other materials on the App; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement or operation of any content, product or service provided on or accessible from the App. This App and all Indications, content, products, and services included in or accessible from this App (including but not limited to any third-party information) are provided “as is” basis and without warranties or representations of any kind (express, implied, and statutory, including but not limited to the warranties of title and non infringement and the implied warranties of merchantability and fitness for a particular purpose), all of which COMPANY disclaims to the fullest extent permitted by law. The use of the App is at the User’s own risk. COMPANY gives no warranty regarding the quality of any Marking made by any users or Services offered on this App.

**Limitation of Liability:** Only for breach or default by COMPANY of any of the provisions of these terms and conditions, COMPANY’s entire liability, regardless of the form of action, whether based on contract or tort or otherwise (including negligence), will in no event exceed the Service Charges paid to COMPANY by the User, under this agreement during last 12 months from date of cause of action. To the fullest extent permitted by law, in no event and under no circumstances and under no legal theory, tort, contract, or otherwise shall COMPANY and/or its Officers, Directors, Employees be liable, for special, incidental, indirect, or consequential losses or damages of any kind (including but not limited to, loss of business, loss of revenue, loss of profits, loss of data, failure to realize expected profits or savings or other commercial or economic loss of any kind) arising out of any access to or any use of or any inability to access or use of this App (including any Marking material, information, links, and content accessed through this App or through any linked external Website/Mobile application or its services). Notwithstanding anything contained herein, the Company shall in no case be liable for any act or omission or any claim, liability or damages arising out of or pursuant to use of the App hereunder and/or any third party claim pursuant to any Indication provided by You on the App and/or any action or inaction by You based on any Indication provided by any third party user or as may be appearing on the App.

**Intellectual Property:** COMPANY has created, acquired, or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalised features of the structure sequence and organisation of software, user interfaces, and screen

designs; consulting and software tools and utilities and routines (collectively, the “COMPANY Intellectual Property”). Except for the Content submitted by the Users, and Registered members, COMPANY retains all rights, titles, and interests to COMPANY Intellectual Property, documentation, software, Platform, and apps developed by it. COMPANY shall continue to own all rights, titles, and interests in all patents, trademarks, copyrights, confidential information, trade secrets, and other intellectual property rights as it owned on the effective date of this agreement. No licence under any patents, trademarks, copyrights, confidential information, trade secrets, or other intellectual property rights is granted or implied by either party. The User shall acquire no right or interest in such intellectual property. Nothing in this agreement shall be construed as precluding or limiting in any way the right of COMPANY to sell or supply or provide services of any kind or nature whatsoever to any person or entity. In addition, and notwithstanding anything herein to the contrary, the User acknowledges and agree that (a) COMPANY will own all right, title, and interest, including, without limitation, all rights under all patents, trademarks, copyright, and other intellectual property laws, in and to the COMPANY Intellectual Property, and (b) COMPANY may employ, modify, disclose, and otherwise exploit the COMPANY Intellectual Property (including, without limitation, providing Services or creating programming or Systems for other customers / clients / users) as it may deem fit from time to time.

#### **Disclaimer:**

Nothing on any COMPANY’s App shall be construed as conferring any license under any of COMPANY’s or any third party’s intellectual property rights, whether by estoppels, implication, or otherwise.

Your use of the Website is at your own sole and exclusive risk and the Company has not in any manner solicited You to use the same or submit or review any Indication therein.

The Company makes no representation or warranty that Indications available through this App are true and correct.

Indications found on the App should not be considered to have been verified by the Company and no action or decision should be taken based on such information since the Company does not confirm the accuracy and/or correctness thereof and/or fit for any purpose or use. You are supposed to make an informed decision based on your own judgment and credence should be placed on the information available on the App.

The reviews and Indications stated by the users on the App are personal views of the users and the Company is not responsible for the same and shall not be deemed to be endorsing the same. The Company assumes no responsibility or liability for any information, review, feedback, recommendation, or complaint of any nature whatsoever appearing on the App irrespective of who is the author or owner thereof.

#### **User and Service provider Conduct:**

The User represents that he/she is not under any legal or other disability which limits his/her ability to comply with these above Terms and Conditions of use, and any other relevant terms hereto.

The right to use the App is personal to the User and is not transferable to any other person or entity. The User shall be solely responsible for all activities happening under his/her Log-in whether authorized or not. User agrees to immediately notify COMPANY of any unauthorized use of his/her Account and Log-in.

Use of the App constitutes the User's acceptance of the Terms of Use as mentioned on the App, which takes effect on the date on which the user first creates an account on the App. COMPANY reserves the right to update the Terms of Use at any time. Users are responsible for reviewing regularly the Terms and Conditions posted on the App to obtain timely notice of such changes.

In case the User will find / learn of any malfunctioning of any feature of the App either on its own or through a prospective applicant, he/ she shall immediately inform COMPANY in writing by e-mail and COMPANY shall take reasonable measures to rectify the error in shortest possible time.

In case any inaccuracy is or otherwise, improper content is sighted on the App, or any query related to any issue, usability, a feature provided on the App or for any malfunction, inactive button or any suggestion for improvement of App, please notify the Company in writing by e-mail or Support Options in the application and COMPANY will make all reasonable efforts to promptly determine and remedy the same.

User agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, use of the Services, or access to the Services, from the App for any commercial purposes.

While it is COMPANY's objective to make the App accessible at all times, the App may be unavailable from time to time for any reason including, without limitation, routine maintenance or get corrupted or security threats or hacking or quarantine restrictions due to bugs, etc. Users understand and acknowledge that due to circumstances both within and outside of the control of COMPANY, access to the App may be interrupted, suspended, or terminated from time to time.

COMPANY shall have the right to make suitable changes in the App due to up-gradation of technology or technical inventions or business practices.

COMPANY shall have the right, but not the obligation, to monitor the content of the App at all times and to delete any disputed or unauthorized, or other content at its sole discretion at any time.

COMPANY is a facilitator for marking any area, street, or place as safe or unsafe and not to be held responsible for any incorrect Indications, data, information, details, contents, documentation, and input-output results to the user of the App

COMPANY does not take the responsibility for any loss or claim for reimbursement or compensation arising out of any information shared/maintained by it, or the other Users on the App.

COMPANY may change the format and content of the App at any time or suspend its operation for support or maintenance work at its sole discretion, in order to update the content or make the App more effective.

COMPANY shall not be responsible for any errors or an omission contained on COMPANY's App and reserves the right to make changes anytime without notice. Mention of any products or services is provided for informational purposes only and constitutes neither an endorsement nor a recommendation by COMPANY. Views expressed by the Users are made of their free volition; COMPANY does not endorse the same. No claim as to the accuracy and correctness of the information on the App is made although every attempt is made to ensure that the content is not misleading.

All maintenance schedules on the COMPANY App will be informed to the Users in advance and either mail and / or message broadcasts will be sent to all the registered users of the App before the scheduled maintenance time. In case of any sudden or unscheduled maintenance requirements, COMPANY will ensure minimal downtime.

The COMPANY will not accept any responsibility towards patent, trademark, copyright, and all other intellectual property rights of the content (s) incorporated into the App as per the direction of the users of the App.

COMPANY reserves the right to modify these Terms and Conditions at any time and the Users to review it frequently at the App.

Unauthorized Transactions: COMPANY will not be liable for any unauthorized transactions and / or related losses that occur due to or during the use of Platform/Site/ Mobile application by the Users for the services being provided by COMPANY. Any reliability or implementation of information that may arise by using this Platform/Site/Mobile application is the sole responsibility of the Users involved.

Unintended Disruption: COMPANY will not be liable for any loss, damage, claim or delay arising out of its failure (or that of its consultants or subcontractors or licensors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts or omissions of Users, any error, interruption, deletion, defect, or delay in operation or transmission, communication, line failure, data theft or destruction, or unauthorized access to,



or alteration of the User communications whether caused by Act of God or deliberate attempts of third parties to gain unauthorized access or otherwise. COMPANY shall not be responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, cloud services, computers equipment, software; failure of email or SMS services, on account of technical problems or traffic congestion, including injury or damage to its User and/or Registered members or to any other person's computer or other instruments or equipment related to or resulting from participating with the Site/Mobile application and/or in connection with this Site/Mobile application.

**Prohibited activities** In consideration of being allowed to use the App, the User agrees that the following actions shall constitute a material breach of these Terms and Conditions:

Use of any part of the App or its services for any purpose in violation of local, state, national, or international laws statutes, ordinances, rule, or regulations.

Upload, post, transmit, publish or distribute any material or information that infringes, violates, breaches, or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right;

Send or post material that is unlawful, or which may potentially be perceived as being harmful, false, obscene, defamatory, threatening, harassing, abusive, hateful, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable or embarrassing to another Member/ User/Registrants or any other person or entity including writing defamatory comments about COMPANY on the Website or any other Website or blog or by any means publishing it on the internet or in any manner whatsoever.

Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the App, or any component thereof (including, but not limited to any materials or information accessible through the website);

Use any device, software, or routine to interfere or attempt to interfere with the proper working of the App; or

Take any action that imposes an unreasonable or disproportionately large load on the App infrastructure.

The term "information" used herein shall mean any text, graphics, images, audio and video clips, logos, icons, written data, documents, and links. Engage in any other conduct that restricts or inhibits any other person from using or enjoying the App or that exposes the App/ COMPANY to any liability or detriment of any type.

Interfere with or disrupt computer networks connected to the App;

Upload, post, transmit, publish, or distribute any material or information for which he/she does not have all necessary rights and licenses;

Interfere with or disrupt the use of the Site /Mobile application by any other user, nor “stalk”, threaten, or in any manner harass another user;

Upload, post, transmit, publish, or distribute any material or information that contains a computer virus, or other code, files, or programs intending in any manner to disrupt or interfere with the functioning of the App, or that of other computer systems;

Use the App in such a manner as to gain unauthorized entry or access to the computer /phone systems of others;

Upload, post, transmit, publish or distribute any material or information that constitutes or encourages conduct that would constitute a criminal offense, give rise to liability, or otherwise violate applicable law;

Any other illegal or unlawful activity in connection with the App.

COMPANY reserves the right to remove the contents posted on the App or any part of it, without any prior notice, when determines that the same constitutes a material breach or detrimental to the spirit of the App / COMPANY’s business or services.

Misuse of the App:

In case, the User is found abusing / misusing the App, COMPANY reserves the right of terminating the Services to the defaulting user, by blocking the user, and shall not be liable for any cost or compensation.

COMPANY also reserves the right of blocking any user from accessing the App, if found abusing the App (including Hacking Attempts / cross-scripting, Screen Scraping, etc).

COMPANY shall have the right to terminate the Services for particular Users / Subscribers / Registrants, in case they send any unwarranted or false calls to Authorities or the Service Providers or to COMPANY

COMPANY Platform / Web App cannot be used for settling down any dispute between Authorities or the Service Providers and the Users/ Subscribers / Registrants. COMPANY shall not be held responsible for any dispute between Authorities or the Service Providers and the Users/ Subscribers / Registrants.

**Disclaimer and Privacy Policy:** I have read the Disclaimer and Privacy Policy mentioned on this App.

**Do's and Don't**

As a condition to accessing the Website, you agree to this User Agreement and the Privacy Policy and to strictly observe the following DOs and DON'Ts:

**Do Undertake the Following:**

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information to us and update it as necessary;

Review and comply with our Privacy Policy;

Review and comply with notices sent by the Company concerning the App

Use the App in a professional manner; and

Use your real name on your profile.

**Do Not Undertake the Following:**

The Indications you post, submit, and display on the App shall not violate any law of the land and shall:

not be of such a nature that a reasonable person would consider it harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically, or otherwise objectionable or offensive in any way;

not constitute a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;

not violate or encourage others to violate any applicable law, statute, ordinance, or regulation;

not provide any telephone numbers, last names, URLs, or email addresses of other persons;

not harm minors in any way;

not provide false or deceptive information;

not allow usage by others in such a way as to violate these Terms and Conditions

Create a profile for anyone other than a natural person;

Use or attempt to use another's account or create a false identity on JantaCar or impersonate any other person/s;

**Indemnification**

To the fullest extent permitted by applicable law, the User indemnifies COMPANY, its group companies, affiliates, subsidiaries, shareholders, directors, employees, representatives, agents, suppliers, subcontractors, consultants, advisors, channel partners, and advertisers harmless from any claim or demand by third parties and resulting liabilities, losses, damages, compensation, costs, and expenses (including reasonable legal costs and attorney's fees) which may arise out of or resulting from any default, negligence or breach of any of his / her obligations or covenants contained in this Agreement or Terms and Conditions of use of the App from any direct, indirect, incidental, special, consequential, punitive damages and shall settle all claims with respect thereto at its own costs. The User indemnifies COMPANY for all the liabilities under this subparagraph.

The User will be responsible for all reversals, chargebacks, claims, fees, fines, penalties, and other liability incurred by COMPANY, other users, and all third parties caused by or arising out of the User's default, negligence, and breach of these Terms and Conditions for use of the AppApp Services and/or for any use or misuse of the App.

#### **Term & Termination:**

The Parties to this Agreement agree that this Agreement shall be binding with effect from the date of its acceptance by the User and shall remain valid unless the User chooses to click on the unsubscribe / discontinue button on the App or terminate in writing by one month's prior notice to COMPANY. In case of any breach or default by the User, COMPANY may, at any time, discontinue the operation of the App without any notice. Discontinuation of the operation of App shall result in automatic termination of this Agreement without any liability or obligations. This Agreement may be terminated by the Company without any reason upon 30 days' notice to the User.

On any violation or misuse of the Terms of Service or the App, we may at our own discretion terminate your account. You understand and agree that we cannot be responsible for the Indications and reviews posted by You and the same is at your own risk. If you violate the Terms of Service or otherwise create any risk or possible legal exposure for us we will stop providing You access to all or part of the App to You.

**Dispute resolution:** COMPANY will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations. If unsuccessful, COMPANY will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to the sole Arbitrator to be appointed by the Directors of COMPANY and the Act and Rules of The Arbitration and Conciliation Act, 1996 (as amended) shall apply and the award made in pursuance thereof shall be binding on the Parties. The venue of the Arbitration shall be Mumbai only and the proceedings of the Arbitration shall be conducted in English. These procedures are the exclusive procedures for the resolution of all disputes between the Parties.

**Governing Law and Jurisdiction:** All disputes arising under this agreement will be governed by and interpreted in accordance with the Laws of India and the User agree that all the disputes will be subject to the exclusive jurisdiction of the Courts in Mumbai.

## **Miscellaneous**

**Amendment of the Agreement:** COMPANY may at any time amend the terms and conditions of this Agreement without any prior notice to the User. However, a notice to that effect shall be displayed on the App itself. The amended terms shall be effective and binding upon the User/Subscriber/Registrants with their full force.

**Assignment:** This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties. The User/Subscriber/Registrant shall not assign or transfer any of its rights, facilities, and liabilities hereunder to any other person without the prior written consent of COMPANY.

**No Partnership or Agency:** Nothing in this Agreement (or any of the arrangements contemplated by it) shall be deemed to constitute the other party as its agent, partner, joint venture, or legal representative, and no party has express or implied authority to commit or to bind the other party in any manner whatsoever.

**Severability:** Any covenant or provision of this Agreement determined to be void or unenforceable in whole or in part will be deemed not to affect or impair the validity or enforceability of any other covenant or provision.

**Waiver:** Any waiver, express or implied, or the taking of deferred action by COMPANY of any breach by the User of any of the provisions of this Agreement will not operate as a waiver with respect to that or any similar or other breaches of this agreement.

**No Injunctive Relief:** You waive your rights to try to stop the operation of the App and/or the Company, but the Company does not waive its rights to ask a court to stop your actions. In no event shall you seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of the App and/or the Company, exploitation of any advertising or other materials issued in connection therewith or exploitation of the App or any content or other material used or displayed through the App.

The content on the App is posted by the Company and its users. The Company will attempt to ensure the integrity and the accuracy of the App in the Content and or Services but it does not guarantee that the information is accurate or complete or current. the Company cannot be held liable for inaccuracy of any Indications, information, data, or document appearing/listed on the App or any damage caused by the same.

The Marking, opinions, and reviews expressed on the App belong to its users, and the Company will not be held liable in any way for the content of the Indications, opinions, and reviews. The App allows the users to express their views about different services and any issues thereof belonging to the respective contributors.

If you enter into correspondence or engagement or commercial transactions with third parties in connection with your use of the Company Services, such activity is solely between you and the applicable third party. the Company shall have no liability, obligation, or responsibility for any such activity of the user/ subscriber /registrant. The User hereby releases the Company from all claims arising from such User's/ Subscriber's /Registrant's activity.

COMPANY sometimes solicits or accepts submissions from children (minors), some of which may be posted on our sites. Such submissions may only be made offline. If a child (minor) wants COMPANY to post a photograph or any other personally identifiable information, we require the parent's/legal guardian's permission and a release form. When such children make submissions to COMPANY offline, COMPANY may choose to retain all of the information they submit to us. Unless we receive a parent's/legal guardian's permission form, COMPANY screens all offline submissions before they are posted, and at its option, may discard any submission for posting on the AppAppor edit any contents that it may contain. Such parents/legal guardians agree to be financially responsible for their children's (minors) access of the AppAppand use of the AppAppand its services.

### **Declaration**

Applicable for all: I hereby, as a User of the App, have carefully read and agree to all the above-said terms and conditions before using the App. By using this App, I am accepting to be bound by the provisions of these terms & conditions.

Applicable for persons under the age of 18 yrs.: I hereby as a User declare that my parents / legal guardians are aware of my visiting / using the App and that permission has been granted by them to use the App under their active surveillance. I affirm to abide by and comply with the terms and conditions, obligations, affirmations, representations, and warranties set forth herein. All monetary transactions will be made by my parents / legal guardians themselves. IF YOU DON'T HAVE THE SAID REQUISITE PERMISSION, YOU MUST PLEASE STOP USING THIS APP AND ITS SERVICES

User agrees to be financially responsible for all of the User's access to the App and use of the App and its services [as well as for use of User's account by others, including without limitation children (minors)].

**I ACCEPT**