

TWYST TERMS OF USE

USER AGREEMENT

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY TWYST TECHNOLOGIES PRIVATE LIMITED ("TWYST"), A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956. THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT HTTP://TWYST.IN (THE "**WEBSITE**"), TWYST APPLICATION ("**APPLICATION**"), FEATURES, CONTENT, OR WIDGETS OFFERED BY TWYST (COLLECTIVELY WITH THE WEBSITE AND THE APPLICATION, THE "**SERVICE**").

1. ACCEPTANCE OF TERMS AND CONDITIONS

By using our Services you, the Customer ("you", "your", or the "User" in this document) unconditionally agree to the terms and conditions that we, Twyst ("Twyst", "we" or "us" or "our" in this document) have provided herein for use of our Services. By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content or simply by making any use of the service, you (i) accept the Terms of Use that appear below (all of which are called the "**Agreement**") and agree to be bound by each of its terms, and (ii) represent and warrant to Twyst that: (a) You are at least eighteen (18) years of age and have the authority to enter into this Agreement; (b) this Agreement is binding and enforceable against you; (c) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity; and (d) You have read and understand Twyst's Privacy Policy, the terms of which are posted at the Website and incorporated herein by reference (the "**Privacy Policy**"), and agree to abide by the Privacy Policy. This Agreement is made between you and us. This Agreement for Twyst shall come into effect on [.] hours India Standard Time [.]

If you do not agree or are not willing to be bound by the terms and conditions of this Agreement and Privacy Policy, please do not proceed further, and do not seek to obtain access to or otherwise use the Website and/or the Application.

2. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which, among other things: (i) Twyst will license to you use of certain of Twyst's technology, software and/or services such that you can utilize the Application through your mobile device, and (ii) you can access and/or use the Website (collectively, the "**Purpose**"). As stipulated elsewhere in this Agreement, Twyst does not exert any control over any merchants, retailers, commercial ventures or other third parties, and as such is not liable or responsible for any actions taken or omitted to be taken by any such third party.

3. LICENSE

- 3.1 Twyst hereby grants you a non-transferable, non-exclusive, revocable, limited license to access and use Twyst's Services during the term of this Agreement solely for the Purpose. Twyst may, from time to time, update or modify the Application, release new versions of the Application or create new modules related thereto, each of which may, at Twyst's discretion, be included within the license described above. You shall not be permitted to sublicense or transfer any of your rights and/or obligations hereunder including, without limitation, access to the Application.

Subject to these Terms of Use, Twyst may offer to provide the Services, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Twyst performs for you, any applications or widgets offered by Twyst that you download from the Website or, subject to the terms set out under the "Third party websites and services" section below, from third party application stores (e.g., iTunes® store, Blackberry App World™, or Google Play) authorized by Twyst, as well as the offering of any materials displayed or performed on or through the Services (including Content (as defined below)).

- 3.2 You shall not directly or indirectly copy or reproduce all or any part of the Application or the Website, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. You shall use the Application solely for its intended purposes and shall not use the Application for the benefit of any third party except as specifically contemplated under this Agreement.

4. REGISTRATION AND ELIGIBILITY

- 4.1 You may browse the Service and view content without registering, but as a condition to using certain aspects of the Service, you are required to register with Twyst, by synchronizing your account on third parties including but not limited to Facebook, Twitter and Google with Twyst or by alternatively creating an account ("**Account**") on Twyst and represent, warrant and covenant that you provide Twyst with accurate and complete registration information (including, but not limited to a user name ("**User Name**"), e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of the Agreement, which may result in immediate termination of your Account. We recommend, but do not require, that you use your own name as your User Name so your friends can recognize you more easily.
- 4.2 For the purpose of this Agreement, Account means the account successfully opened by the User on the Application and/or Website by inserting information such as but not limited to name, contact details, user name, and password as required to be filled in the registration process and include any further changes and additions to the information from time to time.

You shall not:

- (i) create any Account for anyone other than yourself without such person's prior written permission;
 - (ii) use a User Name that is the name of another person with the intent to impersonate that person;
 - (iii) use a User Name or Account that is subject to any rights of a person other than you without appropriate written authorization; or
 - (iv) use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.
- 4.3 Twyst reserves the right to refuse registration of, or cancel a User Name in its sole discretion. You are solely responsible and liable for activity that occurs on your Account and shall be responsible for maintaining the confidentiality of your Twyst User Name and password. You shall never use another user's account without such other user's prior express permission. You will immediately notify Twyst in writing of any unauthorized use of your Account, or other Account

related security breach of which you are aware.

- 4.4 Any conduct by a User that in Twyst's exclusive discretion is in breach of the Terms of Use or which restricts or inhibits any other User from using or enjoying the Services is strictly prohibited. The User shall not use the Services to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Website and/or the Application to become users of other online or offline services directly or indirectly competitive or potentially competitive with Twyst.
- 4.5 Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you may not register as a member of the Service. Twyst reserves the right to terminate your membership and refuse to provide you with access to the Website if it is brought to Twyst's notice or if it is discovered that you are under the age of 18 years. You represent that you are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

5. ORDERING

- 5.1 You may also use the Services for the purpose (i) ordering food online from a list of participating restaurants and eateries ("**Restaurant**") listed on the Services along with their menus; (ii) pre-paying for your food order by banking channels made available to you on the Services or paying for your food by debit or credit card or mobile wallets, or cash at the time of your food order being delivered to your delivery address; and (iii) use of offers available at select Restaurants.
- 5.2 You agree that, any contract for food and delivery of food ordered through use of the Application and/or Website is between you and the Restaurant. It is the sole responsibility of the Restaurant to honour your order and deliver it to you. Twyst is only a channel between you and the Restaurant, and Twyst shall not be liable for any acts or omissions on part of the Restaurant including deficiency in service, wrong delivery of order, quality of food, time taken to deliver order, etc.
- 5.3 Please note that some of the food may be suitable for certain ages only, or may not be suitable for you in other ways. You understand it is your sole responsibility to check whether the food you are ordering is suitable for the intended recipient. You should check the dish you are ordering and read its description, if provided, prior to placing your order. Twyst shall not be liable in the event food ordered by you does not meet your dietary or any other requirements and restrictions.
- 5.4 While placing an order you shall be required to provide certain details. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an ordering. By providing these details, you express your acceptance to Twyst's terms and the Privacy Policy.
- 5.5 You or any person instructed by you shall not use food purchased from the online food ordering services available on the Services for resale. You warrant that any food purchased by you is not for resale and that you are acting as an end customer only and not as an agent for another party while receiving the food and food delivery through the Services.

- 5.6 Any order that you place with us is subject to product availability, delivery capacity and acceptance by us and the Restaurant. When you place your order online, we will check if the order meets the order conditions, including but not limited to minimum order value, delivery area etc. Upon acceptance by Twyst, the order will be communicated to the Restaurant. Please note your order will not be confirmed till the Restaurant accepts the same.
- 5.7 If the ordered food and delivery capacity is available, the Restaurant will accept the order and confirm it to Twyst. The Restaurant shall have the sole discretion to accept or reject any order. On acceptance of the order by the Restaurant, the order for the food delivery will be confirmed to you via a notification on the Application, an SMS and an email.

6. PRICES AND PAYMENT

- 6.1 All prices listed on the Services are correct at the time of publication, and have been placed as received by the Restaurant. While we take great care to keep them up to date, the final price charged to you by the Restaurant may change at the time of delivery. In the event of a conflict between price on the Services and price charged by the Restaurant, the price charged by the Restaurant shall be deemed to be the correct price.
- 6.2 The details of the menu and price list available on the Services are based on the information provided by the Restaurant and Twyst shall not be responsible for any change or cancellation or unavailability.
- 6.3 The total price for food delivery ordered, including delivery charges and other charges, will be displayed on the Services when you place your order. Payment can be made either (i) in cash, at the time of delivery, as per the actual bill provided by the delivery person; or (ii) by debit or credit card or cash at the time of your food order being delivered to your delivery address; or (iii) by banking channels made available to you on the Application; or (iv) using the mobile wallets available on the Services..

7. DELIVERY

- 7.1 Delivery periods quoted at the time of ordering are approximate only, and may vary. We and the Restaurant will make every effort to deliver within the time stated, however, we will not be liable for any loss caused to you by late delivery of your order. If the food is not delivered within the estimated delivery time quoted by us, please contact the Restaurant first. You may also contact us via the Application or by email and we will try to contact the Restaurant to resolve the issue.
- 7.2 It is the Restaurant's sole responsibility to provide delivery of the food in a timely manner and Twyst shall not be responsible for the same in any way.
- 7.3 In case of a late delivery, the delivery charge will neither be voided nor refunded by Twyst.
- 7.4 If you fail to accept delivery of the food at the time they are ready for delivery, or the Restaurant is unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.

- 7.5 You understand that it might not be possible for Restaurants to deliver to some locations. If this is the case, our Restaurants or we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address.

8. CANCELLATION

- 8.1 If a Restaurant rejects the order, the order will be treated as cancelled and any applicable refund shall be provided to your account. The refund shall be provided to you within thirty (30) days and shall be dependent on your mode of payment.
- 8.2 The Restaurant may cancel / decline an order if the product is not available or for any other reason. We will notify you if this is the case and return any payment that you may have made.
- 8.3 In the event that you decide to cancel the order, you must notify Twyst immediately, preferably by email and quote your order number. Any cancellations by you shall first need to be verified by the Restaurant. If the Restaurant accepts your cancellation, no cancellation fee shall apply. If the restaurant refuses cancellation, e.g. because preparation of food, delivery has been completed and/or delivery personnel has already been dispatched, the order may not be cancelled. We will not be able to refund any order, which has been already prepared or dispatched.
- 8.4 If the cancellation was made in time and the Restaurant has accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount within fourteen (14) days, which includes the initial delivery charge, as applicable.
- 8.5 In the unlikely event that the Restaurant delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item. If the Restaurant can only do a partial delivery (a few items might be not available), we shall inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund. Twyst is not responsible for wrong or partial delivery. The issue has to be settled directly with the Restaurant.

9. TWYST BUCKS

- 9.1 For each food order transaction placed on the Services you will earn a 'cashback' amount ("**TwystBucks**") on each order. The amount of Twyst Bucks earned by you shall be a percentage of the bill amount for each order and shall vary from time to time.
- 9.2 The amount of Twyst Bucks earned on each order shall be visible for you to see prior to the finalization of any order on the Services. Twyst may decide not to award the Twyst Bucks to you. In that case, Twyst will notify you the reason for the same.
- 9.3 Twyst Bucks can be used by you :
- (i) To redeem against offers listed by the Restaurants on the Services at the time of placing an order via the Application, or otherwise, subject to the conditions of the offer; and
 - (ii) To redeem against coupons and vouchers ("**Vouchers**") offered by third parties, sourced by Twyst and visible in the Application. Such vouchers and coupons can be redeemed against third-parties services, including but not limited to, shopping websites, ticket

bookings, mobile recharges, data packs. Twyst has partnered with third party service providers to provide these third party services ("**Twyst Partners**") against the Vouchers.

- 9.4 Twyst and/or Twyst Partners shall send the Vouchers to you via the Application, SMS or email. You will be informed of the manner in which you will receive such Vouchers. You are required to inform Twyst of all changes in your contact details at support@twyst.in. If you fail to provide a change of mobile number or email id information immediately, Twyst or Twyst Partners will not be responsible for any delay in delivery of the Vouchers and/or products/services ordered by you.
- 9.5 You agree that Twyst reserves the right to (i) change the percentage of Twyst Bucks offered on each order at its exclusive discretion; (ii) add or remove Vouchers offered on the Application; and (iii) modify the value of Twyst Bucks required to buy the Vouchers.
- 9.6 You agree that Twyst Bucks offered to you are not legal currency.
- 9.7 Twyst reserves the rights to decide the rules and regulations of awarding the Twyst Bucks. Twyst will notify these rules and regulations to you periodically through email, SMS, Application or through the Website.

10. USE OF VOUCHERS

- 10.1 Twyst will endeavor to ensure that the services, benefits, facilities and arrangements as expressed or advertised by the Twyst Partners will be available to you. However, Twyst will not be liable for any loss or damage, whether direct or indirect, arising from the provision or non-provision whether whole or part, of any such services, benefits, facilities or any other arrangements by the Twyst Partners.
- 10.2 When you seek to use or obtain any of the services, benefits, facilities and arrangements as offered by the Twyst Partner, the provisions of such services, benefits, facilities or arrangements will be subject to the respective terms and conditions of the Twyst Partner, being the provider of the said benefits, facilities and arrangements.
- 10.3 Twyst shall not be liable for any loss or damage, whether direct or indirect, resulting from termination or change of the Vouchers or any of its facilities, benefits or arrangements which are made available to you, including without limitation, Twyst Partner's withdrawal or the withdrawal or limiting of any such services, benefits or facilities.
- 10.4 Twyst shall not be liable in the event it fails to fulfill any of its obligations under this terms and conditions due to flood, earthquake, storm, cyclone or any other acts of god of similar nature, war, strike, lockout, or governmental or judicial or quasi-judicial policies/intervention/direction/prohibition or change in law or for any other reasons beyond its control.
- 10.5 You shall be personally liable for any and all costs, taxes, charges, claims or liabilities of whatever nature arising from the provision or availability of benefits, facilities or arrangements provided or made available to you, by Twyst Partners, as a result of using the Vouchers.
- 10.6 You agree that Vouchers cannot be combined with any other rewards, offers, vouchers, third party certificates, coupons, or promotions, unless otherwise specified by the Twyst Partner.

11. CONTENT

- 11.1 All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. Twyst cannot guarantee the authenticity of any Content or data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. For purposes of these Terms of Use, the term "**Content**" includes, without limitation, any location information, recommendations, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Twyst on or through the Service. Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the Service by users, including Content that is added to the Service in connection with users linking their accounts to third party websites and services, is collectively referred to as, "**User Submissions**".
- 11.2 Some of the content available through the Services includes links to materials that belong to third parties, such as online food delivery/ordering. You understand that your use of such third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party.
- 11.3 In order to connect you to certain Restaurants, we provided value added telephony services through our phone lines, which connect directly to restaurants' phone lines. We record all information regarding this call including the voice recording of the conversation between you, the customer and the Restaurant (for internal billing tracking purposes and customer service improvement at the restaurant's end). If you do not wish that your information be recorded in such a manner, please do not use the telephone services provided by Twyst. You explicitly agree and permit Twyst to record all this information when you dial Twyst's phone numbers.

12. USER SUBMISSIONS

- 12.1 We may use your User Submissions in a number of different ways in connection with the Service and Twyst's business as Twyst may determine in its sole discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other users to do the same in connection with their own websites, media platforms, and applications ("**Third Party Media**"). By submitting User Submissions through the Service, you hereby do and shall grant Twyst a worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Service and Twyst's (and its successors and assigns') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website and/or the Service, including Third Party Media, a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in connection with their use of the Site, Service and Third Party Media. For clarity, the foregoing license grant to Twyst does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing with Twyst.
- 12.2 You represent and warrant that you have all rights to grant such license to us without

infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

- 12.3 You understand that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such Content originated; that Twyst will not be liable for any errors or omissions in any Content; and that Twyst cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.
- 12.4 When you delete your User Submissions, they will be removed from the Service. However, you understand that any removed User Submissions may persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your User Submissions or maybe retained by Twyst for such period as stipulated under law.

13. ELECTRONIC COMMUNICATIONS

When you use the Website or send an email or SMS or other data, information or communication to Twyst, you agree and understand that you are communicating with Twyst through electronic records and you consent to receive communications via electronic records from Twyst periodically and as and when required. Twyst will communicate with you by email or by SMS or by notifications on the Service or electronic records on the Twyst Website which will be deemed adequate service of notice / electronic record.

14. FEES AND SERVICES

- 14.1 Membership on the Website is free. Twyst does not charge any fee for browsing and/or usage of the Services. Twyst may at its sole discretion introduce new services and modify some or all of the existing Services offered. In such an event Twyst reserves the right to introduce fees for the new Services offered or amend/introduce fees for existing Services, as the case may be. Changes to the Fee policies shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees and be payable to Twyst within such time as specified in the invoice.
- 14.2 **Non payment:** Twyst reserves the right to issue a warning, temporarily /indefinitely suspend or terminate your membership of the Service and refuse to provide you with access to the Service in case of non-payment of fees by you to Twyst. Twyst also reserves the right to take legal action in case of non-payment of fees by you to Twyst.

15. STANDARD TERMS AND CONDITIONS

- 15.1 For the purpose of this section, "Merchant" shall be defined as any person, entity or institution offering goods and/or services for sale in its regular business operations. In this respect, the following shall constitute as 'Standard Terms and Conditions' for redeeming Twyst offers and third party coupons (collectively "**Twyst Offers**"):
- (i) Twyst shall not be responsible for the quality of services provided by the Merchant, and the same shall be the sole responsibility of the Merchant;
 - (ii) Twyst Offers are redeemable in their entirety only and may not be redeemed incrementally;

- (iii) Twyst Offers shall be redeemed only after due verification of the customer and after the validation of the reward code;
- (iv) The validity period for redemption of Twyst Offers are determined by the Merchant, and shall be mentioned on the Twyst vouchers;
- (v) Use of Twyst Offers for alcoholic beverages is at the sole discretion of the Merchant and is further subject to all applicable laws;
- (vi) It is at the discretion of the Merchant to determine whether Twyst Offers can be combined with any other Merchant vouchers, third party vouchers, coupons, or promotions and the like;
- (vii) Twyst Offers cannot be used for taxes, tips or prior balances, unless permitted by the Merchant;
- (viii) Neither Twyst nor the Merchant is responsible for lost or stolen vouchers or the reward code mentioned on it;
- (ix) Reproduction, sale or trade of Twyst Offers is strictly prohibited;
- (x) Any Twyst Offers (including, but not limited to, any discounts provided therein) will expire on the date specified on it, and
- (xi) The Merchant will have their own applicable terms and conditions, in relation to their own supply of their goods and services, and you agree to (and shall) abide by those terms and conditions. The responsibility to do so is yours alone.

16. USE OF THE SERVICES

- 16.1 You understand and agree that Twyst and the Service merely provide hosting services to its Users and persons and that Twyst is an intermediary as defined under the Information Technology Act, 2000. All offers and rewards, advertised / listed and the Contents therein are advertised and listed by Users and are third party user generated content. Twyst neither originates nor initiates the transmission nor select the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. Twyst has no control over the third party user generated content.
- 16.2 You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:
 - (i) You shall not host, display, upload, modify, publish, transmit, update or share any information or item that:
 - (a) belongs to another person and to which you do not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

- (c) harms minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonates another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
 - (j) shall not be false, inaccurate or misleading;
 - (k) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
- (ii) You enable Twyst to use the information you supply us with ("**Information**"), so that we are not violating any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your Information, in any media now known or not currently known, with respect to your Information. Twyst will only use your Information in accordance with the User Agreement and Twyst's Privacy Policy.
- 16.3 As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service.
- 16.4 Twyst does not guarantee that any Content or User Submissions (as defined above) will be made available through the Service. Twyst has no obligation to monitor the Website, Service, Content, or User Submissions. However, Twyst reserves the right to: (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Twyst is concerned that you may have violated these Terms of Use), or for no reason at all; and (ii) to remove, suspend or block any User Submissions from the Service. Twyst also reserves the right to access, read, preserve, and disclose any information as Twyst reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Use, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Twyst, its users and the public.

17. INTELLECTUAL PROPERTY

General Ownership

All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and except as set forth herein, nothing in this Agreement shall be deemed to confer any rights to any such intellectual property on the other party. For purposes of clarity: (i) as between you and Twyst, you shall be deemed to be the sole owner of all posted information entered into the Application or otherwise posted by you; and (ii) Twyst is the sole owner of the name "Twyst" as well as the Website, the Application, and all source code, object code, software, content, copyrights, trademarks, patents and other intellectual property related thereto or included therein. All suggestions, recommendations, bug-fixes, error-fixes or other communications from you to Twyst regarding the Application or the Website shall, upon submission to Twyst, be owned solely and exclusively by Twyst. In addition, Twyst shall be entitled to post feedback at the Website and within the Application (and/or allows others to do so), both positive and negative, regarding any user. You acknowledge and agree that the applicable supplier(s) of any third party software included within the Application shall own all worldwide rights, title and interest in and to such third party software (and any intellectual property rights therein), subject to such suppliers' license, if any, of such third party software to Twyst.

18. UNAVAILABILITY OF WEBSITE OR APPLICATION.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet, the Website and/or the Application. While it is Twyst's objective to make the Website and Application accessible at all times, the Website and/or Application may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Website or Application may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of Twyst, access to the Website and/or the Application may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, Twyst shall not be liable in any way for any delay in responding to an inquiry or question forwarded by You or the effects any delay or unavailability may have on You. YOU AGREE THAT TWYST SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE AND/OR APPLICATION AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE WEBSITE AND/OR APPLICATION

19. THIRD PARTY SITES AND SERVICES

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Website. When you access third party websites, you do so at your own risk. These other websites are not under Twyst's control, and you acknowledge that Twyst is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Twyst or any association with its operators. You further acknowledge and agree that Twyst shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

20. PRIVACY

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and Your Personal Information is one of our most important assets. Your Information which is stored and processed by us is protected by physical as well as reasonable technological security measures and procedures. If you object to the Privacy Policy in any way please do not use the Website.

19A. YOUR CONSENT

By using the Service and/ or by providing your Information, you consent to the collection and use of the Information you disclose on the Service by Twyst in accordance with Twyst's Privacy Policy.

21. MODIFICATION OF TERMS OF USE

These Terms of Use were most recently updated on [.]Twyst reserves the right, at its sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Website or by sending you notice through the Service. Such changes may include, among other things, the adding of certain fees or charges. We suggest to you, therefore, that you re-read this important notice containing our Terms of Use and Privacy Policy from time to time so that you stay informed as to any such changes. If we make changes to our Terms of Use and Privacy Policy and you continue to use our Website, you are implicitly agreeing to the amended Terms of Use and Privacy Policy. Unless specified otherwise, any such deletions or modifications shall be effective immediately upon Twyst's posting thereof. Continued use of the Services provided by Twyst will be deemed to constitute acceptance of the new terms and conditions.

22. BREACH

22.1 Without limiting other remedies, Twyst may limit your activity, immediately remove your Information, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to the Website in the event and remove any non-compliant Information, but not limited to:

- (i) If you breach this User Agreement or Privacy Policy;
- (ii) If Twyst is unable to verify or authenticate any information you provide; or
- (iii) If it is believed that your actions may cause legal liability for you, other Users or Twyst; or Twyst may at any time at its sole discretion reinstate suspended Users; and
- (iv) If Twyst believes that you have breached any applicable law.

22.2 A User that has been suspended or blocked may not register or attempt to register with Twyst or use the Website in any manner whatsoever until such time that such User is reinstated by Twyst. Notwithstanding the foregoing, if you breach the User Agreement or the documents it incorporates by reference, Twyst reserves the right to recover any amounts due and owing by you to Twyst and to take strict legal action including but not limited to a referral to the appropriate

police or other authorities for initiating criminal or other proceedings against you.

23. TERMINATION

Twyst may terminate your access to all or any part of the Service, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the website. Any fees paid hereunder are non-refundable. All provisions of this User Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

24. WARRANTY DISCLAIMER

- 24.1 Save to the extent required by law, Twyst has no special relationship with or fiduciary duty to you. You acknowledge that Twyst has no control over, and no duty to take any action regarding: which users gain access to the Service; what Content you access via the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.
- 24.2 You release Twyst from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Twyst makes no representations concerning any Content contained in or accessed through the Service, and Twyst will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.
- 24.3 You release us from all liability relating to your connections and relationships with other users. You understand that we do not, in any way, screen users, nor do we inquire into the backgrounds of users or attempt to verify their backgrounds or statements. We make no representations or warranties as to the conduct of users or the veracity of any information users provide. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Services, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with users or persons you may otherwise meet through the Services. As such, you agree to take reasonable precautions and exercise the utmost personal care in all interactions with any individual you come into contact with through the Services, particularly if you decide to meet such individuals in person.

THE WEBSITE, SERVICE and CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

TWYST, AND ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY

PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE, SERVICE, CONTENT AND ADD-TO LINK IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

25. INDEMNIFICATION

You shall defend, indemnify, and hold harmless Twyst, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of these Terms of Use, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of Twyst). Twyst reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Twyst in asserting any available defenses.

26. OWNERSHIP

Except for the content submitted by the Users, any material, content or logos, marks, software on or part of the Service and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to Twyst, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.

27. LIMITATION OF LOSS

- 27.1 In no event shall Twyst or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website and, its Services or this Agreement (however arising, including negligence).
- 27.2 Twyst's liability in any circumstance is limited to the amount of fees, if any, paid by you to Twyst. Twyst, its associates, affiliates and service providers and technology partners make no representations or Warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website or Services will be error free and/or uninterrupted. Consequently, Twyst assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

- (i) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website or Application which are incorporated by way of reference in this Agreement;
- (ii) Any interruption or errors in the operation of the Website or Application. You expressly understand and agree that Twyst shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Twyst has been advised of the possibility of such damages).

28. MISCELLANEOUS

- 28.1 **Governing law and Dispute Resolution-** This Agreement and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of New Delhi, India.
- 28.2 **Assignability-**The Website may assign any of its responsibilities/obligations to any other Person without notice to the User, at its sole discretion. However, you shall not assign, sub-licence or otherwise transfer any of your rights or obligations under these Terms of Use to any other party, unless a written consent is taken from Twyst.
- 28.3 **Severability-** If any provision of these Terms of Use is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.
- 28.4 **Waiver-** Failure by the Website to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.
- 28.5 **Force Majeure-** The Website is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.
- 28.6 **Interpretation** in this Agreement, unless the context otherwise requires references to recitals, clauses and sub-clauses are to recitals, clauses and sub-clauses of this Agreement; headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement; references to the singular number shall include references to the plural number and vice versa; words denoting one gender include all genders; any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement; and any reference to a time limit in this Agreement means the time limit set out in the relevant clause or Sub-clause or such other time limit which may be mutually agreed by the parties in writing.

29. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and

contact details of the Grievance Officer are as under: Abhimanyu Lal (al@twyst.in). In the event you wish to make a complaint regarding any violation of the provisions of Paragraph 10 of these Terms of Use, you may send a written complaint to the Grievance Officer, who shall redress the complaint within one (1) month.

30. ARBITRATION

If any dispute arises between you and Twyst during your use of our Services or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole Arbitrator who shall be an independent and a neutral third party identified by Twyst. The place of arbitration shall be New Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

31. CONTACT

If you have any questions about this User Agreement or the Privacy Policy of Twyst's Services, or if you want to exercise any of the rights that you are given under this Agreement, you can contact us at the e-mail ID: support@twyst.in, or write to: Twyst Technologies Pvt. Ltd, A-5/16, DLF Phase 1, Gurgaon – 122002.