

## TERMS OF USE

## TERMS OF USE

This platform and the corresponding mobile application (collectively, **"Platforms"**), are managed and operated by the DAIVBHARATHI TECHNOLOGIES (**"Foundation"**). Any natural or legal person who accesses and/or uses the Platforms in any manner (**"You"** or **"Your"** or **"User"**) or uses any current or future service or functionality or offer made available on the Platforms (**"Site/Service"**) will be subject to these terms and conditions for use of the Platforms (**"Terms"**), as updated from time to time.

This is published for access and/or usage of the Service (defined below). Daiv provides Services to You on registration with the mobile application, access to various content inter alia Daiv interactive game plays etc. on or through the Service, and any other features, tools, applications, materials, or other services offered from time to time provided on or through the Service (hereinafter collectively referred to as **"Primary Content"**). The Service may also provide You certain content by integrating services and applications of other audio, and/or provide hosting service to third parties to display and allow access to their content and interactive games etc. (**"Third Party Content"**). The Primary Content and Third- Party Content will hence be collectively called as **"Content"**.

**"Service"** means the Daiv services provided to Users for accessing and watching Content, including all features and functionalities, the application, and user interfaces and software and websites/ web pages associated with the Service, whether accessed mobile device or other technology, manner or means. For the avoidance of doubt, the term 'Service', shall also include all the Content available for viewing therein, all of Our other services provided on or through the Service, and any software that We make available on or through the Service, unless otherwise specified.

You shall be using the Service anytime You access (via mobile, handheld, internet enabled device or any other technology), view, link to or from, or otherwise interact or communicate with or connect to, the Service (or any parts thereof) or, to the extent applicable, interact or communicate with other Users through the Service (including, without limitation, on message boards, chat rooms and/or other communities established on the Service, if any).

This Terms of Use (**"User Agreement"**) is an electronic record in terms of Information Technology Act, 2000 (**"Act"**) and rules thereunder as applicable and the amended provisions pertaining to electronic records, and such other applicable amendments, from time to time. This User Agreement is generated by a computer system and does not require any physical or digital signatures.

By accessing the Site, Application & contents and services therein, You confirm Your acknowledgment & acceptance of these Terms & Conditions of this agreement.

All references to **"You"**, **"Yourself"** and **"Your"** shall mean the User. All references to **"We"**, **"Us"** and **"Our"** shall mean **"Daiv Connect"**.

## TERMS AND CONDITIONS FOR USAGE OF THE PLATFORMS

### 1. General Terms

- 1.1 Please note that We may from time to time, modify the Terms of Use that govern Your use of the Platforms. Every time You wish to use Our Platforms, please check these Terms of Use to ensure that You understand the terms and conditions that apply at that time. Further, please note that We

reserve the right to either change the format and the content of the Platforms or suspend the operation of the Platforms for support or maintenance work, in order to update the Content or for any other reason, at any time.

- 1.2 The accessing, browsing, or otherwise using the Platforms indicates Your agreement to these Terms of Use, the Privacy Policy and any other policies or guidelines that may be applicable to the Platforms at the time of Your access and usage of the Platforms and which may be updated from time to time (collectively, the “**Agreement**”).
- 1.3 By accepting this Agreement, You affirm that You are 18 (Eighteen) years of age or above and are fully competent to enter into this Agreement, and to abide by and comply with this Agreement. If a User is below 18 (Eighteen) years of age, it is assumed that he/she is using/browsing the concerned Platforms under the supervision of his/her parent or legal guardian and that such User’s parent or legal guardian has read and agrees to the terms of this Agreement, including the terms of purchase of Products on behalf of the minor User. In the event We are made aware that a User is under the age of 18 and is using/browsing the Platforms without the supervision of his/her parent or legal guardian, We reserve the right to deactivate such User’s account without further notice. Further, if You are using the Services on behalf of a company or organisation, You represent that You have the authority to act on behalf of that entity, and that such entity accepts this Agreement.

## **2. Usage Rights**

### **2.1 For personal use only:**

- a. Your account are personal to You and may not be used by anyone else to access the APP or Service.
- b. You will not do anything which would assist anyone who is not a registered user to gain access to any registration area of the Site or Service and
- c. You will not create registration accounts for the purpose of abusing the functionality of the App, or other users; nor will You seek to pass Yourself off as another user.

- 2.2 Daiv (by Foundation) does not allow multiple Users (networked or otherwise) to access the Site or Service through a single name and password and may cancel or suspend Your access to the Site or Service if You do this, or breach any of these Terms without further obligation to You.

## **3. Registration and Creation of Account**

- 3.1 (i) You should at all times while accessing/using the Service (a) be a registered User of “Daiv”;  
(ii) hold a valid Account (as defined below) with Daiv. You will be required to create an account which will contain personal information such as Your mobile number (“Account”). Your mobile number must be verified by You to proceed further through one-time-password which will be sent to You via SMS.
- 3.2 You confirm and warrant that all the data and information relating to creation of Your Account, including without limitation Your email address, mobile number, etc., that You supply (“Registration Data”) is and accurate in all respects. You also agree to promptly update Your Registration Data (including any changes thereto) as necessary, so that Your Registration Data remains accurate at all times.

- 3.3 You are responsible for the security and proper use of Your Account details and Registration Data and must take all necessary steps to ensure that they are kept confidential, used properly, and not disclosed to unauthorized people. You are responsible for any use of Your Account and the Registration Data. It is recommended that You do not share Your Account details and/ or Registration Data with any third party. We accept no liability for any losses or damages incurred as a result of Your Account details being shared by You; or (ii) unauthorized access to Your Account by a third party.
- 3.4 If You have reason to believe that Your Account details have been obtained by another person without consent or that Your Registration Data or any parts thereof have been compromised or You become aware of any confidentiality breach or any unauthorized use of Your Account, You should contact "Daiv at "Daiv " immediately to suspend Your Account and cancel any unauthorized registration. In the event of any unauthorized registration/use commences prior to You notifying as required under this section of the unauthorized nature, We will suspend provision of Service and the withdrawal of any Service pending investigation. Following investigation, it shall be determined whether or not to cancel the Services or revalidate Your Account post reverification and revalidation. If We reasonably believes that an account and password is being used / misused in any manner, We reserve the right to cancel access rights Service being provided immediately without notice, and block access to all Users from that IP address. It is clarified that We shall not be liable for any loss that You may incur as a result of someone else using Your password or account.
- 3.5 You agree and understand that You are and will be communicating with Us through electronic media/ records. You acknowledge and specifically consent to receive all communication/ correspondence (including for any request for feedback regarding the Service and/ or any of the Content, information relating to Your account) via electronic records from Us and/ or Our affiliates and partners, periodically and/ or as and when required. We will communicate/ correspond with You via telephonic calls, email and/ or any push notification and/ or other form of instant messaging/ short service messaging service(s) and/ or through any other available electronic and internet-based means, to the email address and/ or mobile number and/ or other record(s) available with Us or made available to Us by You at the time of registration, all of which, shall be deemed adequate service of notice / electronic record.

#### **4. Access to the Service**

- 4.1 Some of the Content made available on the Service being provided to You is for free and there are no registration/subscription charges for the usage of the Service, provided however, You may still be required to register Yourself and create an Account in order to view the free and/ or the advertisement-supported Content. However, the Company reserves the right to adopt any method of monetization through the Service in the future as it deems fit.
- 4.2 This Service is offered and made available only to Users above the age of 18 years (or above 21 years of age, where a guardian is appointed as per the Majority Act of 1875) ("Age of Majority"). The Service include a section that exclusively provides access to only children-friendly content. However, in all cases, only persons of the Age of Majority are allowed to register any Account on the Services and will always be responsible for the operation of any such Account.
- 4.3 If You are under the Age of Majority and continue accessing the Service, the Company will assume that such access/ utilization of the Service is being done only with the involvement and express consent of Your parent/ legal guardian and that You have reviewed this User Agreement and the Privacy Policy along with Your parent/legal guardian and that Your parent/legal guardian understands and agrees to it on Your behalf. If You are under the Age of Majority at the time of accessing and/or

using the Service, Your access and usage of the Service shall be deemed to be subject to parental/legal guardian consent and under parental/legal guardian's guidance at all times. You and Your parents/legal guardians confirm that the Service is offered to You for Your enjoyment and this User Agreement shall constitute a legally binding User Agreement between Us and Your parents/guardians who are contracting on behalf of You. Some content offered on the site may not be appropriate for viewership by children. Parents and/or legal guardians are advised to comply with applicable laws and exercise discretion before allowing their children and/or wards to access content on the Service. Your such continued access/utilization of the Service shall at all times be subject to the terms and conditions of this User Agreement. Where Users are below the Age of Majority, all references to "User", "You" and "Your" shall mean and include You and Your parents/ legal guardians acting for and on Your behalf for Your benefit. The Service may include a section that exclusively provides access to only children-friendly content. However, in all cases, only persons of the Age of Majority are allowed to register any account on the Service as an authorized User and such person will alone be responsible for the operation of any such account.

- 4.4 Some of the Content offered on the Service may not be suitable for some Users and therefore viewer discretion/parental discretion and guidance, is advised. Further, some Content offered on the Service may not be appropriate for viewership by persons below the Age of Majority. If You are under the Age of Majority, You may view the Content only with prior consent of Your parents/legal guardians. Parents/legal guardians are advised to exercise discretion before allowing their children and/or wards to access this Service. Subsequently, should any User choose to access such Content that is qualified by viewer/parental discretion, then, it shall be deemed that such User has voluntarily chosen to access such Content, because he / she wants to view the same and does not find the said Content to be offensive or obscene or indecent or objectionable, and that that such User will exit the Service immediately should he / she be in anyway offended by such Content. Age-ratings and content genres for each of the Content will be displayed/ made available on the Show Pages tab and You are requested to go through the age ratings and genres prior to exercising Your discretion to watch or permitting Your child/ ward to watch the Content or not.
- 4.5 This User Agreement governs Your access to the Service and any data, message, text, image, audio, sound, voice, codes, computer programmes, software, database, microfilm, video, information, content, interactive elements/features, etc., that You gain access to and/or engage with.
- 4.6 We makes no representation that the Content is appropriate to be used or accessed outside the Republic of India. Your use of or access to the Platforms from outside the Republic of India is at Your own risk and You are responsible for compliance with the laws of such jurisdiction.
- 4.7 Please note that the availability of the Service is only in Daiv, and Your ability to access, the Service and/ or the Content and/ or any parts thereof is subject to: (a) Our sole discretion; (b) may be dependent on Your geographical location, for the verification of which, We may use technologies and/or other mechanisms; and (c) the condition that not all Content or the Service will be available to all viewers. You understand that Your access of the Service and the Content may vary depending upon Your device specifications, availability of internet connection, speed, bandwidth, etc. You acknowledge and agree that We will provide You access to only the Service and that You will be solely responsible for all equipment as may be necessary for You to access the internet, mobile and/or other connection, operator and service fees associated with Your access, etc.
- 4.8 We may offer the functionality of temporary download and offline viewing (only as part of the Service) depending on certain supported devices ("Offline Views"). Limitations apply, including restrictions on the number of Offline Views per account, the maximum number of devices that can contain Offline

Views per account, the time period within which You will need to begin viewing Offline Views and how long the Offline Views will remain accessible for Your account. We reserve the right to amend any of these features anytime as per our sole discretion.

- 4.9 You shall not access or use the Service or the Content therein by means of any mechanism or technology which masks, disguises or conceals Your actual geo-location or provides incorrect details of Your location (for example, use a virtual private network (VPN)).
- 4.10 You agree that We shall be under no liability whatsoever to You in the event of non-availability of the Service or any part thereof, occasioned by any Act of God or force majeure event, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite/ internet failure, failure of any public utility, man-made disaster, or any other cause whatsoever beyond Our control.
- 4.11 We reserve the right to do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Service or to the Content, or any part thereof, for any reason; (ii) to modify or change the Service or the Content, or any part thereof, and any applicable policies or terms therein; and (iii) to interrupt the operation of the Service, or any part thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes; (iv) issue updates to the Service and/ or any of the Materials, periodically, including improve existing, or add new, functionality and/or features, make reasonable technical changes, ensure the ongoing operability of the Service, or for legal or security reasons, where considered reasonably necessary by Us; and (v) to change the availability of any Content including the right to change the pricing model of any Content from free of charge to payment supported or vice versa. You agree that updates and modifications may be carried out or applied automatically, without You needing to take any action. Where an update or modification is not automatic, it will only take effect once installed by You. In some cases, You may be required to update Your device (including software, operating system versions, etc) in order to make such device compatible with such upgrades/ updates, etc. We shall not be responsible or liable to You In the event You are unable to access the Service or view the Content due to Your failure or inability to update Your device.
- 4.12 By accepting the Terms, You provide explicit consent to us, to have access to Your contacts, camera, location, device identity, operating system of mobile, other application installed on the mobile including but not limited to gallery applications, messages, and IP addresses (“**Data**”) installed in Your phone or computer, through which You are using the Platforms, for the purpose of enabling Us to provide access to Service.
- 4.13 Interactive feature: There will be an interactive engagement feature made available through the Service for limited content as determined by Us from time to time. This allows Users to tap and participate in various features likes quizzes, polls, etc. You will be, inter alia, be able to like and share, Content/information provided under the Service with other Users. Your use of and/or participation in Interactive feature is subject to this User Agreement in whole.
- 4.14 We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Platforms and/or any other unlawful acts or omissions in breach of these terms and conditions.

## **5. Disclaimer of Warranties, Inaccuracies, Errors and Restrictions**

- 5.1 We do not guarantee the accuracy of all information and recommendations in relation to the Services, Primary Content, Third Party Content or otherwise (hereinafter “**Information**”) being provided. We make no representations or warranties as to the completeness or accuracy of the Information being provided through the Service.

- 5.2 You agree that Information is being supplied to You on the condition that You will make your own determination as to the suitability of such information for Your purpose prior to use or in connection with the making of any decision. No Information on the Platforms shall constitute an invitation to invest in Us or any affiliates. Any use of the Platforms or the Information is at Your own risk. Neither we, Our affiliates, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this website, the Information, or any third-party website linked to the Platforms. We are not responsible for the content of any third-party sites and do not make any representations regarding the content or accuracy of material on such sites. If You decide to access links of any third-party platforms, You are doing so entirely at Your own risk and expense.
- 5.3 The Site or Service is provided to You "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of non-infringement, security, or accuracy.
- 5.4 We do not endorse and are not responsible for the accuracy or reliability of any Information made through the Platforms by any party other than "Daiv".
- 5.5 Under no circumstance will We be liable for any loss or damage caused by a User's reliance on Information obtained through the Platforms.
- 5.6 It is the responsibility of the User to evaluate the accuracy, completeness or usefulness of any Information available on/through the Platforms.
- 5.7 Please seek the advice of professionals, as appropriate, regarding the evaluation of any Information.
- 5.8 You will use the Platforms for lawful purposes only and will not undertake any activity that is harmful to the Platforms or its content or otherwise not envisaged through the Platforms. You have a limited access to use and access the Platforms solely for the purpose of availing the Services, subject to these Terms of Use.
- 5.9 You will not do any of the following:
- Delete or modify any content on the Platforms, including but not limited to any information regarding the Services, the Content, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify;
  - Decompile, reverse engineer, or disassemble the Platforms;
  - Use the Services in any way that is unlawful, or harms Us or any other person or entity, as determined in Our sole discretion;
  - Use any engine, software, tool, agent or other mechanism (such as spiders, robots, avatars, worms, time bombs, Easter eggs, cancel bots, intelligent agents, etc.) to navigate or search the Platforms;
  - Make false or malicious statements against the Services, the Platforms or Us;
  - Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise disrupt or damage the Platforms and/or Service or any connected network, or otherwise interfere with any person or User's use or enjoyment of the Platforms and/or the Services;
  - Introduce any trojans, viruses, any other malicious software, any bots or scrape the Platforms for any information;
  - Probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with Our technological design and architecture;

- Hack into or introduce malicious software of any kind onto the Platforms;
- Gain unauthorized access to, or interfere with, or damage, or disrupt the server on which the details connected to the Services are stored, or any other server, computer, or database connected to the Services; or
- Engage in any form of antisocial, disruptive, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” “phishing” and “griefing” as those terms are commonly understood and used on the internet.

## **6. Third Party interaction and links to Third Party Sites**

- 6.1 In Your use of the Platforms, You may access any other third-party website linked to the Platforms. Unless otherwise stated, any such access is at the User's own risk. You agree that Ee have no liability, obligation or responsibility for any such access or usage of any third-party website and the contract under such instances remains between You and any such third party.
- 6.2 We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Content available on any other third-party sites linked to Platforms.
- 6.3 The Service may contain third party advertisements, promotions, etc. in the form of games, in-show integrations, branded content (titles) and integrated logo units carrying logos of advertisers in India (that may or may not contain embedded hyperlinks or referral buttons to Third-Party Websites). The display of such advertising does not in any way imply an endorsement or recommendation by Us of the relevant advertiser, its products or services or any such Third-Party Website. You must refer directly to the relevant advertiser for all information regarding the advertisement, the advertiser and its products and/or services. Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings are solely between You and such third-party advertisers. We accept no responsibility for any advertisements (including the products and services so being advertised) or any third-party material posted on the Service or for any interaction between You and the relevant third party and expressly disclaim and are released from any liability arising out of or in any way connected with such advertisements and/or interaction and/or any defects, deficiencies, claims, etc. arising out of an advertiser's products and/or services.

## **7. Intellectual Property**

- 7.1 “Intellectual Property Rights” shall mean all patents, trademarks, service marks, copyrights, database right, trade names, brand names, trade secrets, design rights and similar proprietary rights of “Daiv ” and/or its licensors and/or other respective owners, whether registered or unregistered and all renewals and extensions.
- 7.2 All rights, title and interest in the Intellectual Property Rights in the Service including without limitation all its constituents, content, text, images, audios, audio-visuals, literary work, artistic work, musical work, computer programme, dramatic work, sound recording, cinematograph film, artistic work, literary work, musical work, a video recording, performance and broadcast as defined under the applicable law, specifications, instructions, abstracts, summaries, audio commentaries/content, copy sketches, drawings, artwork, software, source code, object code, comments on the source code and object code, domain names, application names, designs, database, tools, icons, layout, programs, titles, names, manuals, graphics, animation, games, applications, servers, networks, accounts, user interface instructions, photographs, artist profiles, illustrations, jokes, memes, contests, interactive

elements and all other elements, data, information and materials ("Materials") are the property of "Daiv" and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to relevant Intellectual Property Rights laws of India and the world. "Daiv" retains full, complete and absolute title to the Service and all Intellectual Property Rights therein, worldwide and in perpetuity in all languages. You acknowledge and confirm that all the Content available through the Service are protected by copyright, trademark, design, patent, trade secret, and other applicable intellectual property laws and/ or are being exhibited pursuant to appropriate license/ assignment agreements with third parties.

- 7.3 You shall not and shall not attempt to use, reproduce, redistribute, sell, offer on commercial rental, decipher, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the Service and/ or the Content and/ or any parts thereof (including without limitation the software, coding, constituents, elements, Materials, etc.) in any manner whatsoever. You hereby agree to refrain from further making available the Content provided through the Service to any other person(s), or in any manner communicate such Content to the public.
- 7.4 You expressly confirm not to or attempt to, directly or indirectly, copy, download, capture, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, upload, publish, duplicate, archive, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, re-transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, frame or de-link, interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access, market, promote, circulate, exploit, digitally alter or manipulate the Service and/or the Content and/ or any parts thereof (including any and all Materials therein) (in whole or in part) in any manner, medium or mode now or hereinafter developed, either directly or through the use of any device, software, internet site, web-based service, or other means.
- 7.5 You acknowledge and agree not to either directly or through the use of any device, software, internet site, web-based service, or other means, remove, alter, bypass, avoid, interfere with, violate, or circumvent: (i) any patent, trade secret; copyright, trademark, or other proprietary notice marked on the Content and/ or (ii) any digital rights management mechanism or device implemented by Us; and/or (iii) any content protection or access control measure associated with the Content, including geo-filtering mechanisms; privacy; publicity; or other proprietary rights under applicable law. You shall, at all times, abide by all copyright notices, information, and restrictions contained in or associated with any of the Content.

## **8. Disclaimer and Limitation of Liability**

- 8.1 by accessing and/or using the service, you have read, understood and agree to be legally bound by the terms of this disclaimer. you agree that your access to the service is at your sole risk and at your free will.
- 8.2 the service and all material therein contained are on "as is" basis and "with all faults". we and our respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers disclaim any and all express or implied representations, warranties and/or conditions of any kind, including but not limited to warranties of completeness, accuracy, reliability, suitability, availability, for any purpose, free from defects, fault tolerance, non-infringement, compatibility and/or security.



- 8.3 we are not responsible or liable for any infection or contamination of your system or device arising out of or in connection with your use of the service or any connected service and do not warrant that the service, the server(s) that make the service available or any connected services are free from viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components and/ or for any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.
- 8.4 we are not responsible or liable for interruptions, delays, inaccuracies, errors, or omissions arising out of your use of the service or any connected service or with respect to the material and user material thereon and do not warrant that any defects will be corrected, or that your use of the service will provide specific results; and we do not warrant that the service, or any connected service, linked microsites, any materials, third-party content, services offered will be uninterrupted or error free or accurate or suit your purpose.
- 8.5 we are not responsible or liable for any personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the service (or any parts thereof).
- 8.6 industry standard efforts are made to keep the service running smoothly. however, we take no responsibility for, and will not be liable for, the service being unavailable due to any reasons.
- 8.7 the entire risk as to the quality, accuracy, adequacy, completeness, fitness, correctness and validity of any material and use of and access to the platform/service or any connected service rests solely with you.
- 8.8 to the fullest extent permissible by law, us and our respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers shall not be liable for any loss and/or damage and/or claims of any kind (whether in contract, tort or breach of statutory duty or otherwise) arising out of or in connection with the service and/or materials and/or user material and/or any connected third party website and/ or any use & access of the service and/ or the content by you, including without limitation:
- A. indirect or consequential loss;
  - B. incidental, direct, or special loss or punitive, consequential or similar damages;
  - C. loss of or damage to data;
  - D. loss of reputation or goodwill;
  - E. loss of use; and
  - F. any errors or omissions in the service and/ or any content and/or any material;
- even if advised of the possibility of such loss or damage or if such loss or damage was foreseeable.
- 8.9 when you share your password or allow a third party to access your account, you agree to remain responsible for compliance with this user agreement by any such third party. we will not be liable for any loss or damage arising from your failure to adequately safeguard your password or for any actions occurring under your password.
- 8.10 notwithstanding the foregoing, in no event shall our's or our affiliates, associates and group companies' liability to you for any and all losses, damages or claims of whatsoever nature (whether in contract, tort, breach of statutory duty or otherwise) including under the privacy policy exceed the maximum liability of "Daiv" in all instances.
- 8.11 if you are dissatisfied with the service or with this user agreement, your sole and exclusive remedy is to discontinue accessing or using the service.

## **9. indemnity**

you agree to fully indemnify, defend and hold harmless “Daiv”, its affiliates, associates and group companies, if any, and their respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers from and against all losses, claims, damages and other liabilities, including without limitation, legal fees & expenses, resulting from: (i) your violation of any term of this user agreement or privacy policy, or your use of the service in a manner that is not consistent with the terms and conditions of this user agreement & privacy policy; (iii) your violation of any third party right, including without limitation any publicity, privacy, or intellectual property right; (iv) your breach of any applicable laws; (iv) any unauthorized, improper, illegal or wrongful use of your account by any person, including a third party, whether or not authorized or permitted by you; (v) your breach of any representation, warranty, covenant or undertaking under these user agreement or under applicable law; and (vi) any fraud, negligence or misconduct on your part. without prejudice to the aforesaid “Daiv” reserves the right, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with “Daiv” in asserting any available defenses. this indemnification obligation will survive the expiry or termination of this user agreement and your use of the platform/service.

## **10. Force Majeure**

10.1 We will not be held responsible for circumstances beyond Our control.

10.2 We and Our affiliates will not be held liable or deemed to be in default for any delay or failure in performance or interruption in provision of Service that may result directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, pandemic, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

## **11. Notices & Take Down Process**

11.1 If You believe that the Service contains any data, information, content or material that could be in violation of any of the terms and conditions of this User Agreement or any applicable law of the Act or rules thereunder, You may notify Us by addressing Your e-mail to the support team of the Service on the e-mail ID [support@daiv.co.in](mailto:support@daiv.co.in). By doing so, please remember that You are initiating a legal process. Do not make false claims. Misuse of this process may result in the suspension of Your Account and/or other legal consequences. Please note that this provision shall be governed by applicable laws in India including relevant provisions of the Act. You may seek independent legal advice with respect to this legal procedure at Your sole cost, expense and consequences.

11.2 We shall take-down any data, Information, Content or Material only upon receiving actual knowledge from a court order or on being notified by the appropriate government or its agency that unlawful acts relatable to Article 19(2) of the Constitution of India, would be committed if the said data, information, content or material is not deleted from the Service.

11.3 We will consider all communications, requests and suggestions sent by You and other members of the public provided that such communications are sent in a bona fide manner in good faith in the interest of the Service and public good, but reserves the right (without the obligation of doing so) to act on any such communications, requests and suggestions or respond to anyone or take-down any data, Information, Content or Material, without notice to User and without any liability either to Us or Our directors, key managerial personnel, officers, employees, that We in Our sole discretion

determine to be in violation of any of the terms of this User Agreement and/or in violation of any applicable provision of the law or rules thereunder. The aforesaid rights shall be without prejudice to other rights and remedies available under the law and/or equity. Our decision with regard to the aforesaid, shall be final.

#### **12. Applicable Law and Jurisdiction**

These Terms of Use are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms of Use or any dispute arising in relation to the Platforms, whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Bengaluru, India for the resolution of all such disputes.

#### **13. Grievance Officer**

In accordance with the applicable law, any grievances which You may have with respect to the information shared by You with Us hereunder and its treatment or any grievance related to Services being availed hereunder, may be directed by You to such grievance officer or at the below mentioned coordinate:

Name: Daiv

Designation: Grievance Officer

14. Email address: [support@daiv.co.in](mailto:support@daiv.co.in)

#### **Waiver**

No provision in these Terms of Use will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by us. Any consent by Us to, or waiver of Your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **14. Severability**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms of Use and the remainder of these Terms of Use will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

#### **15. Amendment**

These Terms of Use are subject to amendments and modifications and may be updated from time to time, without any advance notice. You are requested to regularly review the Terms of Use as available on the Platforms. Your relationship with the Platforms will be governed by the most current version of these Terms of Use, as published on the Platforms.

#### **16. Heading**

Headings in these Terms of Use are for convenience only and have no legal meaning or effect, nor shall they be considered in interpreting these Terms.

#### **17. Miscellaneous**

- 2.3 In addition to these Terms of Use, You will also ensure that You are in compliance with the terms and conditions of the third-party's terms and conditions, whose links, if any, are contained/embedded in the Services. You agree that We will not be liable for any transaction between You and any such third party(ies).
- 3.3 These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to You by us, for the use of the Platforms, and the rights and liabilities with respect to any Services to be provided by Us shall be limited to the scope of these Terms of Use.
- 4.3 This User Agreement including all the terms and conditions hereunder is personal to You, and You shall not assign, transfer, sub-contract or otherwise part with this User Agreement or any right or obligation or terms and conditions under it. You hereby consent to the disclosure to, and use by, a subsequent owner or operator of the Service, of any information about You, to the extent the Company assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of the Company, or all or substantially all, or some of the Company's assets (including the Service), to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of the Service signifies Your agreement to be bound by the terms of use and privacy statement of the Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Service.

#### **18. Support**

If You have any queries with respect to the Service, then address Your e-mail to "The Support Team" on the e-mail ID [support@daiv.co.in](mailto:support@daiv.co.in)

#### **19. Termination**

Without prejudice to the right of the Company to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates this User Agreement and/ or exercise any other rights and remedies available to the Company under applicable laws, the Company reserves the right to limit or restrict Your Account, and/ or deny, de-activate, suspend and/ or terminate Your access to all or part of the Service, at its sole discretion, with or without notice, and without liability either to the Company or its directors, key managerial personnel, officers, employees, either for convenience or for any suspected or actual breach/ violation by You of any of this User Agreement, the Privacy Policy, violation of any applicable law or if You have engaged in any inappropriate conduct, or provided false or inaccurate information; or for any other reason that the Company deems fit. We further clarify that the Your access to Service gets automatically terminated in the event You breach any of the provisions of this User Agreement and/or the Privacy Policy. You acknowledge, agree and confirm that the Company may take any one or more of the actions described above, without any notice to You, prior or otherwise, and You understand and agree that neither the Company nor any of its affiliates shall have any liability to You or to any other person for any limitation, restriction, denial, de-activation, suspension and/ or termination of Your access to the Service, or any parts thereof and/or the removal, discarding, disabling or deactivation of any of Your User Materials or the removal, discarding, disabling or deactivation of any other information or Data that You may have provided on or by means of the Service. Further, We reserve the right to discontinue the Service at Our discretion and convenience.

#### **19. Communication & Notice**

All communications and notices of any kind may be sent to [support@daiv.co.in](mailto:support@daiv.co.in)