**Terms and Conditions of User Licence Agreement**

1. **Nature and Object of this Agreement**: These terms and conditions for use constitute a “User Licence Agreement” and is a legal agreement between Irrepress Labs Pvt. Ltd. (hereinafter referred to as “Irrepress Labs”) and the user of the mobile software service that is provided by Irrepress Labs and the terms and conditions of this agreement governs the user’s access and use of the Mobile Software websites.
2. **Mode of Acceptance: This agreement shall be deemed to have been accepted and concluded if the user has indicated acceptance of this agreement by clicking on the appropriate “I AGREE” button or tick box that is provided in the mobile software to determine whether the user accepts the terms and conditions or by downloading, installing, activating or using any of the mobile software services of Irrepress labs, the user agrees to be bound by these terms of use.**
3. **Scope of Licence:** 
   1. Irrepress Labs grants the user a limited, non-exclusive, non-transferable and royalty-free licence to use one cope of the executable code of the software on a single mobile phone.
   2. This licence agreement does not give the user any right to distribute, rent, lease, sell, sublicence, assign or otherwise transfer any portion of the software to any third party without prior written consent of Irrepress Labs.
   3. This licence agreement does not give the user any right to modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the software that is the subject-matter of this agreement.
   4. The users of the software are strongly encouraged to give Irrepress Labs any information about the functioning of the software, problems and improvements that is considered to be useful by the user. All such reports can be used by Irrepress Labs for any purpose without the consent of the user or any other obligation towards the user, financial or otherwise.
   5. Irrepress Labs reserves the sole discretion to support or release all or any version or features of the software.
   6. Any right(s) of any kind that is not expressly granted in this Licence Agreement are entirely and exclusively reserved to and by Irrepress Labs.
4. **General Terms**

4.1 The user expressly acknowledges and declares that the user is at least 18 years of age to subscribe to the mobile software services of Irrepress Labs. A legal guardian may authorize a minor to access and use the mobile software services of Irrepress Labs and the legal guardian shall be responsible for the use and access of the mobile software services of Irrepress Labs.

4.2 The user agreeing to these Terms and Conditions represents and warrants for himself or herself, and on behalf of any third party he or she purports to act for and any person or entity that uses the Mobile Software Services, that he or she is duly authorized on his or her own behalf and on behalf of any such third party to enter into this User Licence Agreement and to comply with the Terms and Conditions laid down herein.

4.3 Irrepress Labs reserves the unilateral right to modify or terminate the mobile software services for any reason and without notice at any time.

4.4 Irrepress Labs reserves the right to alter these terms and conditions at any time subjected to reasonable notice of any material change and Irrepress Labs reserves the right to determine what constitutes material change at its sole discretion, in good faith and with reasonable judgment. Reasonable notice of any material change shall be notified to the user via electronic mail to the electronic mail identity that is provided to Irrepress Labs for the subscription of its services. Upon the receipt of such notice it shall be the user’s obligation to object to the amended terms and conditions by discontinuing the services of Irrepress Labs, if the user continues to use and access the mobile software service of Irrepress Labs, such continued use and access of the mobile software services shall be deemed to be implied consent to amended terms and conditions of Irrepress Labs mobile software services.

1. **Charges**

5.1 Upon registration for the mobile software services of Irrepress Labs the user will be given an opportunity to select the specific services that the user desires to subscribe to from the service offerings provided by Irrepress Labs. Irrepress Labs shall provide certain service offerings for free whereas other services will be offered at premium charges. In the event that the user intends to avail the service offerings that are available at premium charges the charges, payment interval and other payment related information associated with mobile service software shall be disclosed at the time of registration for the premium services offered by the mobile software service.

5.2 If the user opts for service offerings for which premium charges apply, the user shall be required to provide Irrepress Labs with the user’s ITunes/Apple ID and password or necessary details of the user’s debit card or credit card or PayPal or UPI or PayTm or net banking (hereinafter referred to as “appropriate financial account”) that would enable Irrepress Labs to automatically (either monthly, annually or at other agreed upon intervals) charge the user’s linked financial account.

5.3 The charges to be applied to the user’s appropriate financial account shall be applied in advance of the period in which the services are to be provided or made available to the user. Therefore, if the services are availed for a period of 6 months, the charges shall be levied at the beginning of every 6 month cycle and a recurring charge shall be levied every 6 months. The same rule shall apply to any monthly, quarterly or yearly package that has been subscribed to by the user. If the user intends to discontinue the mobile software services of Irrepress Labs, it shall be the user’s obligation to discontinue the services of Irrepress Labs by unsubscribing for the services before the next recurring bill is generated and before a charge is levied against the same.

5.4 By registering for the mobile software services of Irrepress Labs and agreeing to these Terms and Conditions, the user hereby authorize Irrepress Labs to charge the user’s appropriate financial account on file with Irrepress Labs for the premium charges associated with the service offerings that the user has selected and at the times and intervals agreed to when the user selected such service offerings.

5.5 In the event that Irrepress Labs cancel a service offering for which the user has paid in advance, unless such cancellation is as a result of the user’s breach of these Terms and Conditions, Irrepress Labs shall, in its sole discretion, refund the portion of the services which is unused or credit to the user’s financial account for the use of other service offerings. However, no prepaid charges shall be refundable to the user should the user terminate or cancel the account with Irepress Labs.

5.6 The user is obliged to maintain the accuracy, completeness and effectiveness of the user’s financial account and billing information (including but not limited to ensuring an active financial account with sufficient credit to make payments of all amounts due is authorized and included in the billing information) and to immediately make appropriate changes to the user’s account of any changes to such financial account or other billing information. In the event that the user fails to do so, Irrepress Labs shall have the right to immediately terminate or cancel the user’s access to the mobile software services without notice to the user and shall have no liability to the user or any third party for doing so.

5.7 Irrepress Labs acknowledges that it is committed to making all rates and charges visible and predictable to the user. The user however, acknowledges and expressly agrees that Irrepress Labs may change the charges associated with the user’s use of the mobile software services and that, dependent on the user’s mobile service plan, the user’s mobile network service provider may charge the user additional fees for the use of the Mobile Software Services.

5.8 The user hereby acknowledges that the user is financially responsible for any additional expenditure that may arise out of standard rated text message communications that may be used by Irrepress Labs as a mode of communication during distress or otherwise, and that such additional charges are applicable depending upon the agreement between the user and the user’s mobile service provider.

1. **Links to Third Party Sites**
   1. The mobile software services of Irrepress Labs Pvt. Ltd., may contain links to other websites and mobile services (hereinafter referred to as “Linked Sites” and “Linked Services” respectively). The Linked Sites and Linked Services are not under the control of Irrepress Labs and Irrepress Labs is not responsible for the contents of any Linked Site or the operation of any Linked Service, including without limitation any link contained in a Linked Service or on a Linked Site, or any changes or updates to a Linked Site or Linked Service.
   2. Irrepress Labs is not responsible for either the quality or character of webcasting or any other form of transmission received from any Linked Site or Linked Service. Irrepress Labs provides links to Linked Sites and Linked Services solely as a convenience, and accordingly, the user’s access to or use of a Linked Site or Linked Service is at the user’s sole risk.
   3. The inclusion of any link on the mobile software services to a Linked Site or Linked Service does not imply endorsement by Irrepress Labs of the Linked Site or Linked Service or any association with its owners or operators. The user must always read the privacy policy of a third-party website before providing any information to the website.
2. **User Warranties**

7.1 As a material condition to the use and access of Irrepress Labs mobile software services, the user warrants to Irrepress Labs that the user will not use the mobile software services for any purpose that is unlawful or prohibited by these terms and conditions and that the user will not use the Mobile Software Services in any manner which could damage, disable, overburden, or impair the mobile software service or interfere with any other party’s use and enjoyment of the mobile software services or any of Irrepress Labs websites.

7.2 The user also warrants to not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the mobile software services or websites of Irrepress Labs.

7.3 The user hereby also acknowledges that the mobile software services of Irrepress Labs may contain Voice-over-IP based communications, SMS based communications, data sync service, application download services, chat support services, positioning services through GPS or triangulation technology, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities (hereinafter collectively referred to as “communication services” designed to enable the user to communicate with the response team of Irrepress Labs, or any other user of the mobile software services provided by Irrepress Labs and the user expressly consents to providing all necessary permissions required for the efficient functioning of these communication services and such permissions include but are not limited to access contacts, camera, GPS, microphone, storage managing phone calls, send and view messages.

7.4 The user agrees to use the provided communication services only to post, send and receive messages and material that are proper, necessary and related to the services provided by Irrepress Labs Mobile Software Services.

7.8 The user further warrants that the user NOT use the mobile software services or communication services to:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
2. Locate another user through our location services without their consent, unless the other user is a minor of whom the user is a parent or legal guardian or a third-party administrator authorized by a parent or legal guardian to locate through our location services
3. Locate another user through our location services if applicable laws do not permit the user to locate digitally even after consent has been granted.
4. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
5. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless the user own or control the rights thereto or have received all necessary consents.
6. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
7. Advertise or offer to sell or buy any goods or services for any business purpose.
8. Conduct or forward surveys, sweepstakes, contests, promotions, pyramid schemes or chain letters.
9. Misuse the mobile software services to raise false alarms or for any purpose other than personal safety purposes and with reasonable cause and the user acknowledges and agrees that misuse would give Irrepress Labs the unilateral and unconditional right to terminate the licence.
10. Sell, rent or otherwise commercialize the mobile software services with third parties.
11. Register for more than one account or register for an account on behalf of an individual other than the individual user or a user’s child.
12. Download any file posted by another user of a Communication Service that the user knows, or reasonably should know, cannot be legally distributed in such manner.
13. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
14. Restrict or inhibit any other user from using and enjoying the Communication Services.
15. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
16. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
17. Violate any applicable laws or regulations.
18. Remove, alter, obscure, destroy, or attempt to circumvent any notices, proprietary marks or codes, means of identification, digital rights management tools or information included in or related to the mobile software services.
19. Reverse engineer, disassemble, decompile, convert into human-readable format, or otherwise attempt to derive the source code of any software included in or related to the Irrepress Labs.
20. Copy any ideas, features, functions or graphics included in or related to Irrepress Labs.
21. **User Acknowledgements** 
    1. The user acknowledges that Irrepress Labs will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law and that Irrepress Labs may involve and cooperate with law enforcement authorities in prosecuting user’s who violate these Terms and conditions of licence.
    2. Irrepress Labs has no obligation to monitor the Communication Services. However, Irrepress Labs reserves the right to review the use of and/or materials posted to a communication service and to remove any materials in its sole discretion at any time.
    3. Irrepress Labs reserves the right to suspend or terminate the user’s access to the Mobile Software Services or any or all of the communication services at any time without notice for any reason whatsoever.
    4. Irrepress Labs reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at the sole discretion of Irrepress Labs.
    5. Irrepress Labs takes no responsibility for the proper functioning of any networks or servers, or any communications that occur over such networks and servers and that Irrepress Labs makes no representations or warranties as to the interoperability of the Mobile Software Services with any network or servers.
    6. The user also acknowledges that Irrepress Labs shall have no liability to the user or to any third party arising as a result of any networks or servers failing to perform in the manner intended, failure of the mobile software services to properly operate with the user’s mobile network or servers or from any errors occurring on the user’s mobile networks or servers as a result of the user’s use of the mobile software services of Irrepress Labs.
    7. The mobile software services of Irrepress Labs is a self-help service provided through applications, mobile networks, and the internet, and that Mobile Software does not always control or endorse the involvement of its user’s in the mobile software services, including who is a user, administrator or co-administrator and, therefore, Irrepress Labs specifically disclaims any liability with regard to the Communication Services and any actions resulting from the user’s participation in any Communication Service.
    8. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination and that the user is responsible for adhering to such limitations if the user downloads such materials.
    9. By submitting content to Irrepress Labs on or through the mobile software services Irrepress Labs does not transfer ownership of the materials provided by the user to Irrepress Labs. However, by posting, uploading, inputting, providing or submitting a submission, the user is granting Irrepress Labs, its affiliated companies and necessary sublicensees a worldwide, royalty free, transferable, perpetual right and license to use the user’s submission in connection with the operation of Irrepress Labs and its affiliates’ businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the user’s Submission and without any obligation to publish user’s name in connection with the user’s Submission.
    10. Further, no compensation shall be payable to the user with respect to the use of the user’s Submission and Irrepress Labs is under no obligation to post or use any Submission that the user may provide and may remove any Submission at any time in at the sole discretion of the Irrepress Labs.
    11. By posting, uploading, inputting, providing or submitting a Submission (Submissions include but are not limited to including pictures, personal details, feedback and suggestions etc), the user warrants and represents that the user owns or otherwise control all of the rights to the Submission made by the user as described in this section including, without limitation, all the rights necessary for the user to provide, post, upload, input or submit the Submissions and to grant to Irrepress Labs the rights and licenses set forth above.
    12. The user agrees that the user shall assume liability and indemnify Irrepress Labs and its affiliates, officers, directors, employees and agents from and against any and all third party claims (and any and all resulting losses, damages, liabilities, costs and expenses) alleging that the user’s Submission or Irrepress Labs use of the user’s Submission in accordance with the rights and licenses granted above violates, infringes or misappropriates the rights of any third party or violates applicable law.
    13. The user hereby acknowledges that it is the user’s responsibility to obtain and maintain life, medical, disability and property insurance for the protection of the user’s life and property.
    14. The user also acknowledges that and agrees that the performance of the mobile software services of Irrepress Labs may be limited due to

a. Physical road characteristics such as overpasses and underpasses, bridges, elevation, sidewalks, traffic controls, and other hazards.

b. Lack of map accuracy in newly developed areas;

c. Traffic and weather conditions; or

d. Loss of alert signals due to other sources of interferences

1. **Disclaimers and Limitation of Liability**
   1. **To the maximum extent permitted by applicable law, the mobile software services and mobile software websites provided by Irrepress labs are provided on an “as is” and “as available” basis without warranty or condition of any kind, express or implied.**
   2. **Irrepress labs and other service providers associated to Irrepress labs hereby disclaims all warranties and conditions with respect to the mobile software services and websites of Irrepress labs, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement, and absence of errors, bugs, viruses, and/or mechanisms which may disable, damage or interfere with computer systems or networks.**
   3. **The user acknowledges and agrees that the information, software, applications, products, and services included in or available through the mobile software services and websites of Irrepress labs may include inaccuracies or typographical errors and that Irrepress labs shall have no liability for such errors.**
   4. **The user acknowledges and agrees that Irrepress labs may make improvements and/or changes in the mobile software services and on the websites of Irrepress labs at any time without notice or liability to the user.**
   5. **The user hereby acknowledges and agrees that information received by the user via the mobile software services or websites of Irrepress labs is not intended to be professional advice to be relied upon by the user for personal, security, medical, legal or financial decisions and that the user must consult an appropriate professional for specific advice tailored to the user’s situation.**
   6. **The user understands and agrees that any material or information downloaded or otherwise obtained through the mobile software services or websites of Irrepress labs is done at the user’s own risk and that the user will be solely responsible for any damage arising from doing so and that no advice or information, whether oral or written, obtained by the user from Irrepress labs or through the mobile software services or websites of Irrepress labs will not create any warranty not expressly made in this User Licence Agreement.**
   7. **The mobile software services are provided to help with personal safety, but the user must always act reasonably and seek help when it is needed. Irrepress labs cannot and does not guarantee that any emergency personnel will respond immediately or that the most appropriate personnel will respond and Irrepress labs does not represent or warrant that the mobile software services will prevent death or any bodily or personal injury or any other injury or damage to the user.**
   8. **Irrepress labs makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the mobile software services or the websites of Irrepress labs, for any purpose or the availability of any networks or communications lines or functioning of any mobile phone or device necessary for the mobile software services.**
   9. **To the maximum extent permitted by applicable law, in no event shall Irrepress labs and/or its parents, subsidiaries, affiliates, suppliers, stockholders, officers, directors, employees or agents (referred to collectively as “affiliates”) be liable (i) for damages in excess of the amounts actually paid by the user to Irrepress labs in the 6 month period immediately preceding the event giving rise to the applicable cliam, or (ii) for any indirect, punitive, incidental, special, consequential damages including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the mobile software services, with the delay or inability to use the mobile software services or websites of Irrepress labs or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the mobile software services or websites of Irrepress labs, or otherwise arising out of the use of the mobile software services or websites of Irrepress labs, whether based on contract, tort, negligence, strict liability or otherwise**
   10. **The user also agrees and acknowledges that if the user is dissatisfied with any portion of the mobile software services or websites of Irrepress labs, or with any of these terms of use, the user’s sole and exclusive remedy is to discontinue using the mobile software services and websites of Irrepress labs.**
2. **Use Outside the Territorial Jurisdiction of Bangalore (Urban)**

In the event that the mobile software services of Irrepress Labs is accessed globally or outside the State of Karnataka, if the user choose to use the mobile software services of Irrepress Labs from locations other than the State of Karnataka, the user shall do so on her/his own initiative and the user shall be responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to / from India or the country in which the user resides. Notwithstanding the foregoing, Irrepress Labs makes no representation that the mobile software services of Irrepress Labs is appropriate or available for use in locations outside the territory of Bangalore (Urban). Use of the mobile software services of Irrepress Labs to access data or content that are illegal to access under the laws of the territory from which the mobile software service is being accessed is prohibited under this Agreement.

1. **Indemnification**

10.1 The user hereby agrees to indemnify and defend Irrepress Labs and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys’ fees and legal costs), arising from or relating to:

(a) any information (including Submissions) that the user or anyone using the user’s account submit, post, or transmit through the Mobile Software Services or Websites of Irrepress Labs;

(b) the use of the Mobile Software Services or Websites of Irrepress Labs by the user or anyone using the user’s account;

(c) the violation of these Terms and conditions by the user or anyone using the user’s account; or

(d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by the user or anyone using the user’s account. Irrepress Labs reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the user. In the event that Irrepress Labs does assume the defence in such a matter, the user shall bear the responsibility of reasonably cooperating with Irrepress Labs in such defence.

1. **Termination/Access Restriction:** Irrepress Labs reserves the right, in its sole discretion, to terminate the user’s access to the Mobile Software Services and Websites of Irrepress Labs and the related services or any portion thereof, or discontinue its mobile software services and application at any time, without notice.
2. **Copyright and Trademark**:- Other than Submissions belonging to user’s, Irrepress Labs owns or license the content on the Mobile Software Services and Websites of Irrepress Labs, including software, design, layout, text, visual and audio content (referred to together as “Content”) and Irrepress Labs trademarks, logos, and brand elements (referred to as “Marks”). The Content and Marks are protected or subjected to protection under Indian and international laws and Any rights not expressly granted herein are reserved and the user’s are bound to respect the intellectual property rights of Irrepress Labs.
3. **Notices**: - The user agrees that, with respect any written notice that Irrepress Labs is required or permitted to give the user in connection with these Terms and Conditions, such notice shall be deemed effectively given immediately upon electronic transmission of such notice to the user at the email address set forth in the user’s account information.
4. **Applicable Law and Jurisdiction**: - These Terms and Conditions shall be governed by the laws of Union of India without regard to the principles of conflict of laws and any action arising in and out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the City Civil Court Complex, at Bengaluru, Karnataka.
5. **Severability:**- The terms and conditions of this agreement shall be deemed severable and in the event that any provision within the Agreement (or any portion thereof) is deemed invalid, unlawful or otherwise unenforceable by a competent court of law, the portion deemed unenforceable shall be dissolved from the agreement and the remainder of the agreement shall remain unaffected and be severed to ensure that the remainder of the agreement shall be enforceable. In essence, a severed provision shall not alter the integrity of the remainder of this Agreement.
6. **Miscellaneous**

* 1. The user hereby agrees that no joint venture, partnership, employment, or agency relationship exists between the user and Irrepress Labs as a result of these Terms and Conditions or the user’s use of the Mobile Software Services and websites of Irrepress Labs.
  2. Irrepess Labs performance of these Terms and Conditions is subjected to the existing laws, rules, notifications, bye-laws, ordinances and legal processes, and nothing contained in these Terms and Conditions is in derogation of Irrepress Labs right to comply with governmental, court and law enforcement requests or requirements relating to the user’s use of the Mobile Software Services or websites information provided to or gathered by Irrepress Labs with respect to such use.
  3. Unless otherwise specified herein, these Terms and Conditions constitutes the entire agreement between the user and Irrepress Labs with respect to the Mobile Software Services and websites of Irrepress Labs and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Irrepress Labs with respect to the use and access Mobile Software Services or websites provided by Irrepress Labs.
  4. By accepting these terms and conditions of licence, the user expressly grants Irrepress Labs to send SMS’es and electronic mails from the user’s device and/or the servers of Irrepress Labs in cases of emergency.
  5. By accepting these terms and conditions of licence, the user expressly grants Irrepress Labs to send the user relevant promotional information in the form of news, images, banners etc.
  6. Reference to the term “mobile software services” provided by Irrepress Labs shall include and be limited to the software “**SHIELD**” that is provided by Irrepress Labs.

1. **Prevailing Party** :- In a dispute arising in and out of or in relation to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees, costs and necessary expenditures.