

Terms of Use

The terms “**You**” “**Your**” or “**User**” shall mean any person, organization or firm, natural or legal who access the Site and Services. The term “**We**”, “**Us**”, “**Our**” or “**Company**” shall mean NeuralGarage Private Limited having its registered office at 1090c, 18th Main Rd, Sector 3, HSR Layout, Bengaluru, Karnataka 560102.

1. Acceptance

By logging into this Site, You are being compliant with these Terms and You represent that You have the authority and capacity to enter into these Terms. You should be at least 18 (eighteen) years of age to access/use this Site. If You disagree with any provisions of these Terms, you shall not use this Site/Services.

These Terms and Conditions along with the Privacy Policy as available at <https://visualdub.ai/terms-and-conditions> (“**Terms**”) govern your use of the Site and/or the Services and our relationship with You. By accessing or using the Site/Service, you agree to be bound by these Terms, which constitutes a legally binding agreement between you and Company. We may unilaterally change or modify the Terms at any time. In the event of a material change, we may notify you by means of a prominent notice on the Site. You should check our Site periodically and review changes to the Terms. By continuing to use the Site and/or Services following such modifications, you agree to be bound by such modifications. If you do not agree to all of the terms and conditions of these Terms, please do not use the Site and/or Service.

2. Definitions

- 2.1. “**Asset**” shall mean the output/new resultant work, such as a cinematograph film, sound recording, literary work, musical work, artistic work, or dramatic work, that is created using our Software irrespective of the fact that the work is a derivative, translation, adaptation, modification or reproduction of the User Content and/or in any manner based on the User Content.
- 2.2. “**Site**” shall mean any content on the website and Software applications associated with the website i.e. <https://visualdub.ai/>.
- 2.3. “**Services**” shall mean the visual dubbing services, product or technology, wherein the visual work is modified to create a visual-dubbed work that is lip synced to the dubbed audio work using the Software provided through the Site as per the Plan provided by the Company and also includes the Site, Software and any other services that are provided by the Company in relation to these Terms or any other agreements.
- 2.4. “**Software**” shall mean the proprietary technology, machinery, source code, artificial intelligence model or any software that is used by the Company for the purpose of creating Assets wherein the visual work is modified to create a visual-dubbed work that is lip synced to the dubbed audio work, or for any purpose as for the Services.
- 2.5. “**User Content**” shall mean any content uploaded or transferred to the Company by the User for the purpose of availing the Services rendered by the Company under these Terms.

3. Limited License

We grant you limited, non-exclusive, non-assignable, non-sublicensable, revocable, limited license to access the Site/Services according to the Terms. During the term of the license, You shall comply with the Terms and all applicable laws when using the Site. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code, including but not limited to the design, structure, selection, coordination, expression, look-and-feel and arrangement, contained on the Site is owned and/or controlled by the Company, and is protected by copyright, patent and trademark laws, and various other intellectual property laws. Except as expressly provided in these Terms, any part of the Site shall not be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including ‘mirroring’) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Company’s express prior written consent. You have no right to sublicense the license rights granted herein.

This Site and/or Services may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

From time to time, the Site or Services may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on the Site or Services. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. Company assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

4. Account Registration

- 4.1. In order to access the Site and Services, You must register an account on the Site (an “**Account**”) either by creating a new account or by logging into your account with certain third-party social networking websites (“**SNS**”) including Google, Facebook, etc. (“**Third-Party Account**”) or by using your phone number or in such manner as directed by the Company. For any additional information regarding Account, we can be reached out at info@neuralgarage.com. You shall provide true and accurate information while creating your Account. The information collected while creating your Account will be governed by our Privacy Policy. You are responsible to maintain the confidentiality of your login credentials and are fully responsible for all activities that occur under your Account. .
- 4.2. If you chose to create an Account using a Third-Party Account, you may link your Account with Third Party Accounts, by either: (i) providing your Third-Party Account login information to this platform; or (ii) allowing this platform to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Company and/or grant Company access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach of any of the terms and conditions that govern your use of the Third-Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations/liabilities imposed by such third-party service providers.
- 4.3. Your relationship with any service providers associated with your Third-Party Account is governed solely by your agreement(s) with such service providers. Company makes no effort to review SNS Content for accuracy, legality or non-infringement or any other purpose and the Company is not responsible for any SNS Content. You will immediately notify the Company of any unauthorized use of your Account. You shall be held liable for losses incurred by Company due to authorized or unauthorized use of your Account as a result of your failure in keeping your Account information secure and confidential.

5. Plans

- 5.1. To be able to access the Services you will be required to subscribe to any Plan provided by the Company (“**Plan(s)**”). The Company may offer different kinds of Plans, each of these Plans will be subject to different limitations and restrictions and the cost of each of these Plans may vary and get updated by the Company from time-to-time. For any additional information regarding the Plan, we can be reached out via info@neuralgarage.com. We reserve the right to accept or refuse or to restrict your use of any Plan, Software, or Service in our discretion. You may not transfer or assign your Plan, Software, or Service benefits you access. We may take actions we deem reasonably necessary to prevent fraud and abuse, including placing restrictions on the amount of Software that can be accessed at any one time.

5.2. **DIY (Do-It-Yourself) Subscription Plan**

In the event You desire to avail the Services, subject to the payment under the Payment Policy, by purchasing a license to the Software and creating the Asset as and when required, this plan shall apply, and you hereby agree to the terms as mentioned in this clause.

- 5.2.1. The Company shall provide a download link for the Software on the Site in the manner decided by the Company.
- 5.2.2. The Company shall provide to you a non-exclusive, non-assignable, non-sublicensable, revocable, limited license to use the Software for the limited purpose of creating Assets and avail the Service subject to the restrictions and conditions placed under these Terms.
- 5.2.3. You shall have the right to create such number of Assets as specified in the Plan and avail the Software subject to payment of an amount in accordance with the subscribed plan as directed by the Company.
- 5.2.4. Subject to the User not being in breach of these Terms, the Assets so created shall be owned by the User in accordance with Clause 7.1.

5.3. **Service Plan**

In the event You desire to avail the Services, subject to the payment under the Payment Policy, by uploading or transferring the User Content whereby the Company shall create the Asset, this plan shall apply, and you hereby agree to the terms as mentioned in this Clause.

- 5.3.1. User hereby grants to the Company a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all User Content. User represents and warrants that it has all necessary rights, including intellectual property rights, to grant such a license to Company.
- 5.3.2. The Company shall have the right to monitor, edit, or remove any User Content for the purpose of providing the Services. The Company shall create Assets from the User Content by using the Software.
- 5.3.3. You shall have the right to create Assets and access Services subject to payment of an amount in proportion as intimated by the Company.
- 5.3.4. Subject to the User not being in breach of these Terms, the Assets so created shall be owned by the User in accordance with Clause 7.1.

6. **Payment Policy**

By subscribing to the Plans by of Site and Service, you are expressly agreeing that Company is authorized to charge you subscription fee as per your selected Plan, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of the Site and Service through any such payment method/instrument including but not limited to credit card, debit card, net banking or other payment method/instrument accepted by Company (“**Payment Method**”) that you are provided. The Payment Methods will differ from platform to platform (operating systems). In the event your subscription expires, Company reserves the right to auto-renew your subscription through your authorized Payment Method provided such Payment Method offers the service of auto-renewal. You hereby authorize us to effect such auto-renewal in the above mentioned scenario.

As used in these Terms, ‘billing’ shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription and towards the end of each subscription term. We will notify you regarding such expiration. To see the commencement date for your next renewal period, go to the billing information section on your account page. If you change your Payment Method or Plan, this could result in changing the date on which you are billed. However, Company will not be able to notify you of changes in any applicable taxes. All fees and charges are non-refundable and there are no refunds or credits for partially used periods. Any changes in the Plan opted for by you shall be effective only after the expiry of the then current subscription period for which you have been billed. Similarly, the services as per revised Plan opted by you shall be effective only after the expiry of the then current subscription period. In case you require a change in the subscription Plan and/or Services prior to the expiry of the then current subscription period, then Company shall not be under any

obligation to refund or give credit for any portion of the subscription fee paid by you for the unexpired period. You will remain liable to Company for all such amounts and all costs incurred by Connection in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also understand and acknowledge that Company only facilitates the third-party payment gateway for processing of payment. This facility is managed by the Company payment gateway provider, and you are required to follow all the terms and conditions of such third-party payment gateway provider. You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that Company shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any frauds thereof. You should evaluate the security and trustworthiness of any third-party sites including payment gateways connected to this Site or accessed through this Site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

You consent that Company, at its sole discretion, shall be entitled to revise the fees (including but not limited to charging for the free content and vice versa) associated with the content hosted on the Site and/or Service.

You are free to cancel your Plan at any time according to the cancellation policy of the Company. We also reserve the right to terminate your access to the Service for any reason. You will not be refunded for the Plan, but you will not be charged after the current Plan has been terminated.

Company reserves the right to add, modify, change, terminate or otherwise amend the Plans, add-on benefits, subscription fees or add-on fees for the subscription and billing cycles at its sole discretion and at any time. Such amendments shall be effective upon posting on the Site and your continued use of the Site or Service shall be deemed to be your conclusive acceptance of such amendments.

Company reserves the right to change, supplement, alter or remove any of the content that is subject to a Plan as it deems fit.

You may cancel your Plan or Service by visiting page provided on the Company website and adjusting your Plan or Service settings and subscription preferences, or by contacting our Customer Service team. If you cancel/modify your Plan or Service, you will not receive a refund of any Fees already paid.

7. Intellectual Property Rights

- 7.1. Under the DIY Subscription Plan and/or Service Plan, the Company acknowledges and agrees that all the Assets as results and proceeds of the Services rendered by Company hereunder shall at all times constitute and shall be deemed to constitute works-made-for-hire/commissioned works developed at the instance of the User in accordance with the Copyright Act, 1957 and the User shall be the first and exclusive owner of all rights including but not limited to intellectual property rights and copyright in the User Content and Assets as results and proceeds of the Services for all purposes, for the entire universe and in perpetuity. It is agreed by the Parties that provision of Section 19(4), 19A read with 30(A) of the Copyright Act, 1957 shall have no application or effect to the ownership of the Assets by the User in accordance with this Clause.
- 7.2. Company hereby acknowledges and agrees that the User by virtue of being the sole and exclusive owner of the Assets as an assignee of copyright, has exclusive and sole right to exploit the Assets or any part thereof subject to complete and timely payment in accordance with the Payment Policy (*herein above*) to Company under these Terms. The User shall execute, acknowledge and deliver any and all documents which may be deemed necessary to evidence and effectuate all or any of User's or Company's rights under these Terms.

- 7.3. Notwithstanding anything contained in these Terms, the User shall at all times own all the User Content and all intellectual property rights therein. User acknowledges that in connection with Company's provision of the Services and certain analytical and evaluative functions related thereto, Company may collect and utilize certain aggregated statistical information and data (the "Aggregated Data"). User further acknowledges that such Aggregated Data may include User Content. User grants to Company a worldwide, non-exclusive, royalty-free, irrevocable license to use, modify, distribute and create derivative works from the Aggregated Data in connection with the Services until perpetuity.
- 7.4. Company shall have the express right and non-exclusive license to host, promote and/or upload the Assets as part of its own portfolio on any or all modes, media platforms (including social media platforms) on a non-commercial basis.
- 7.5. Except as otherwise provided in these Terms, the Software, Service and Site, including its contents, technology, custom developments, and trade secrets embodied therein, all copyrights, patents, trademarks, service marks, trade names, trade dress and all other intellectual property rights (including derivative rights, rights to underlying works, etc.) therein are exclusively owned by Company and/or its licensors and/or group entities, and are protected by applicable Indian and international copyright and other intellectual property laws. All technology, content and materials included as part of the Software, Service and Site, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software are the exclusive property of the Company and/or its licensors and/or its group entities, and is protected by applicable intellectual property laws, in all forms, media and technologies existing now or hereinafter developed. You acknowledge, understand and agree that you do not have/shall not have, nor be entitled to claim, any rights in and to the Software, Site and Service and/or any portion thereof. You agree not to - copy, reproduce, duplicate, stream, capture, access through technology or any other means, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon, publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Software, Site or Service or any component part thereof. Any of the unauthorized uses referred to above would constitute an infringement of the copyrights and other proprietary rights of Company and/or its licensors and a violation of these Terms and may subject you to civil and/or criminal liability under applicable laws.
- 7.6. All Software included in or made available through Company is the owned and/or licensed property of Company and protected by Indian (Copyright Act, 1957) and international copyright laws. All trademarks, graphics, logos, page headers, buttons, icons, scripts, and service names included in or made available through Company are trademarks or trade dress of Company in the India and other countries. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. All other trademarks not owned by Company but available via the Site, Software or Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company, and You shall not use the same in any manner whatsoever.

8. Obligations of the User

As a condition of use of the Services, you represent and warrant that you shall not use the Services for any purpose that is: (i) unlawful/illegal/prohibited per applicable laws; (ii) immoral; (iii) against public order/public policy; (iv) against the sovereignty or integrity of India; or (v) otherwise prohibited by these Terms. Regarding the usage of the Services, users must agree that the Services and User Content will only be used for legitimate business purposes. You agree to abide by all applicable local, state, national and international laws and regulations and you shall be solely responsible and liable for all acts or omissions that occur as a result of or while you access the Services. You assume all responsibility and risk for the use of the Software, Services and Site generally, including Assets produced therefrom. Company shall have the right but not the obligation to meter and monitor the usage of the Services by the User at any level of detail and use such data in any manner it deems fit without limitation.

User is prohibited from using carrying out any illegal acts using the Services. User is responsible for any liability resulting from the misuse or unauthorized use of User Content, Assets or the Services by their employees, representatives, affiliates, or staff members and the Company shall not be held liable in any manner whatsoever. Users must have full authority and all necessary consents, waivers, and permissions from contributors and performers in the User Content (by virtue of written agreement) to share the User Content with the Company and/or on the Site for the purpose of availing the Services and to authorize such alteration of the User Content from any third party. You hereby waive all your moral rights in the User Content to the extent permitted by law in favour of the Company.

User shall solely be responsible to ensure that all the User Content shall *inter alia*:

- a) be compliant with all applicable laws;
- b) not be under any disability, restriction or prohibition, whether legal, contractual or otherwise, which shall prevent them from uploading or providing such User Content;
- c) be owned by the User and all rights (including Intellectual Property Rights) in relation to the User Content is vested exclusively with the User, and are not infringing of any third-party rights, copyright, trademark, right to privacy and/or moral rights of any third person;
- d) be available for exploitation and/or distribution and is legal in India and/or the territory in which the User resides or carries on business;
- e) not be under any present or prospective claim, proceedings, litigation or arbitration or shall not contain such content that may raise any claims, proceedings, litigation or arbitration against the Services;
- f) not be plagiarized or in any manner, defamatory, infringing or violating of any copyright, moral right or privacy right or publicity or any other rights whatsoever, of any person, whether living or dead;
- g) not be politically motivated or associated/ referring favorably towards any political party or socio-political issue or cause any social, political or economic unrest.

User shall solely be responsible to ensure that the Assets, User Content and/or the Services shall *inter alia*:

- a) not be utilized for any acts or omissions prohibited by law by the User and/or any person authorized by the User;
- b) not be used for promotion of any alcohol, illegal drugs, cigarettes, other intoxicating substances, weapons or any other unsafe activities;
- c) not be used for creating any morally offensive videos involving nudity, pornographic or adult material, sexually explicit images or videos or descriptions involving sexual behaviour, or other content deemed offensive according to community standards and/or applicable law;
- d) not be politically motivated or associated/referring favorably towards any political party or socio-political issue or cause any social, political or economic unrest;
- e) not in any manner be defamatory, infringing or violating of any copyright, moral right or privacy right or publicity or any other rights whatsoever, of any person, whether living or dead;
- f) not be altered or modified without the prior written consent of Company and User hereby indemnifies Company against any and all liabilities, demands or claims pertaining to such modification or alteration;
- g) not be used for the purpose of serving as a factor in establishing an individual's identity;
- h) not be in violation of any applicable laws;
- i) not be used to perform any act or omission that deceives or misleads the recipient of any information about the origin of such message or impersonates any person;
- j) not be immoral;
- k) not be against public order / public policy;
- l) not be against the sovereignty and integrity of India.

The User agrees and understands that the Assets of the User Contents are created by the Company based on the User Content, including the specific instructions, brief and data provided by the User and the Company

does not take any liability for the Assets and the consequences that may arise from the User's use of the Assets including without limitation any claims or proceedings resultant thereof.

9. Limitations of Use

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent process, to access, acquire, reverse-engineer, copy or monitor materials, content, or any portion of the Site, Software or Services, or in any way reproduce or circumvent the process, navigational structure, presentation of the Site, Software or Services, or to obtain or attempt to obtain any materials, content, documents or information through any means not purposely made available through the Services. Company reserves the right to bar any such activity and take appropriate legal action.

You may not attempt to gain unauthorized access to any portion, content or feature of the Site, or any other systems or networks connected to the Site or to any of the Services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

We may terminate or restrict your use of our Service if you violate these limitations of use or are engaged in illegal or fraudulent use of the Site/Service. You expressly agree not to engage in any of the following prohibited activities:

- a) using the Site/Services for any illegal or unauthorized purpose;
- b) transmitting any material that contains viruses, Trojan horses, worms, time-bombs, or other harmful or disruptive components;
- c) interfering with the security of the Site/Services, including without limitation attempting to probe, scan, or test the vulnerability of the Site/Services or to breach any security or authentication measures. User shall use best-in-class security processes, software and standards to prevent any unauthorized access to, or use of, the Site/Services and shall immediately notify Company of any such unauthorized access or use.
- d) using the Services to transmit spam, chain letters, or any other unsolicited communications;
- e) impersonating any person or entity or misrepresenting any person or entity or your affiliation with a person or entity;
- f) using any automated means to access the Site/Services, including without limitation robots, spiders, or scrapers;
- g) modifying, adapting, translating, or reverse engineering materials, content or any portion of the Site/Services;
- h) creating similar or derivative works based on the Site/Services;
- i) selling, renting, sublicensing, or leasing any portion of the Site/Services;
- j) using the Services in any manner that could damage, disable, overburden, or impair the Site/Services;
- k) circumvent or disclose the user authentication or security of the Site/Services or any host, network, or account related thereto;
- l) use the Site/Services to provide services to third parties, other than as expressly permitted;
- m) attempt to obtain, or assist third parties in obtaining, access to the Site/Services, other than as provided under these Terms;
- n) permit access to the Site/Services by a direct competitor of Company;
- o) use the Site/Service for any immoral activities, or any activities that could be construed as being against public order, public policy or against the sovereignty/integrity of India.

As part of the Services, Company may make available the Software and certain apps, plugins, executables, or other software, including documentation with respect to such apps, plugins, executables or other software. Company grants only a non-exclusive, non-transferable, limited license to use a copy of any Software solely for your internal purposes in conjunction with accessing and creating the Asset and only during the term of your respective Plan.

You will not:

- a) create or enable the creation of derivative works, modifications, or adaptations of the Software, except for the use of and ownership by Company (and you agree to assign all rights in such creations to Company);
- b) engineer, reverse engineer or otherwise create any comparable software to the Software;
- c) distribute or disclose the Software to third parties other than as expressly permitted hereunder;
- d) rent, sublicense or otherwise allow any third party to use the Software; or
- e) use the Software for any purpose other than as set forth in these Terms.

Company retains all title to the Software and any copies or derivations (whether derivation is created by Company or You) thereof in any form. You have only a license to use the Software as set out in these Terms. This is not a contract of sale of the Software. All intellectual property rights in and to the Software are retained by Company. You agree not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software. All rights not licensed hereunder are expressly reserved by Company.

10. Confidential Information

You acknowledge that the Software and the attributes of the Software including, without limitation, the design, functionalities, performance characteristics and your evaluation of the Software, and any other non-public verbal or written information that may be supplied by Company to you or obtained through your access to the Software, are confidential and the proprietary property information of Company (“**Confidential Information**”). You will maintain the confidentiality of all Confidential Information in the same manner that you maintain your own confidential information (but with no less than a reasonable degree of care).

You will:

- a) not disclose any Confidential Information to any third party without the prior written consent of Company;
- b) limit internal access to any Confidential Information only to your employees who have a need to access the Software or any Confidential Information; and
- c) not use any Confidential Information for any purpose other than using or accessing the Content.

The obligations set forth in this section will not apply to Confidential Information that you can document:

- a) is generally available to the public other than through a breach of these Terms;
- b) was independently developed by you without reference to Company’s Confidential Information; or
- c) was already lawfully in your possession at the time of receipt of the Confidential Information from Company.

You may be required to provide information which Company reasonably needs to acquire to be able to render Services including without limitation prepare specifications, plans and to otherwise fulfil its obligations under these Terms. With respect to scheduled import/export of data, the User shall be responsible for accessing such data in the protocol and location as specified by the Company.

Subject to the Company’s Privacy Policy, any communication or material that you transmit to the Site or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content. While you retain all ownership rights to the User Content, you grant us (including our employees and affiliates), a non-exclusive, perpetual, royalty-free, and worldwide right (but not the obligation) to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used, and including

the right to sublicense such rights in the User Content to third parties for the purpose rendering Services to You. You hereby confirm that the User Content does not/shall not:

- a) be unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
- b) victimize, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c) infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d) consist of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e) contain any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- f) breach the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site; or
- g) impersonate any person or entity, including any of our employees or representatives.

11. Indemnification

You hereby fully indemnify and hold harmless the Company against all liabilities, demands, actions, proceedings, claims whatsoever, including but not limited to third party claims, losses, damages, costs, expenses including reasonable attorney's fees, arising for any reason whatsoever, including without limitation: (i) User Content, your use or misuse of Assets, Site, Software or Services (ii) your access to, the Services and platform; (ii) your violation of the Terms; or any applicable law, rules, regulation, contract, policy, or other obligation; (iii) as a result of and/or in relation to, any breach/alleged breach by you of your representations, warranties, undertakings, terms and covenants set out in these Terms; (iv) infringement of or claim on any intellectual property rights in relation to the User Content, Assets, Site, Services or Software thereof; and/or (v) violation of third-party intellectual property rights, privacy rights, personal rights, etc. To the fullest extent permitted by applicable law, You hereby waive all claims against the Company and its group entities, authorized licensors, distributors or financiers for any losses, damages, claims, actions, etc. In no event will the Company be liable for any indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by you, whether in an action in contract, breach of warranty or tort, even if you have been advised of the possibility of such damages.

12. Disclaimer

THE COMPANY, SITE, SOFTWARE, SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY, SITE, SOFTWARE OR SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPANY, SITE, SOFTWARE OR SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APP) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY, SITE, SOFTWARE OR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, CONTENT OR SERVICES IS AT YOUR SOLE RISK AND LIABILITY.

TO THE FULL EXTENT PERMISSIBLE BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT

WARRANT THAT THE COMPANY, SITE, SOFTWARE OR SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SITE, SOFTWARE OR SERVICES, COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, SOFTWARE, SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY COMPANY SERVICE, INCLUDING, BUT NOT LIMITED TO PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

IN NO EVENT SHALL THE COMPANY OR OUR GROUP ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED THE AMOUNT OF SUBSCRIPTION FEE/FEE PAID BY YOU TO THE COMPANY.

FURTHER, THE COMPANY SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING SITE, SERVICES, SOFTWARE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, REMOTE OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE SERVICE, LOSS OF DATA OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE, AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY COMPANY, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF

ACTION OF ANY KIND EXCEED THE AMOUNT OF SUBSCRIPTION FEE/FEE PAID BY YOU TO THE COMPANY.

14. Termination

Our business may change overtime and we reserve the right to cancel, suspend or terminate any specific Plan or Service and change the Software, in whole or in part, and to cancel, suspend or terminate your access to and use of the Software, Plan, or Services at our discretion, in which case no refund will become applicable. We may also terminate your access to and use of the Software, Plan, or Services for conduct that we determine, in our discretion, violates the Terms, violates any applicable law, involves fraud or misuse of the Software, Plan or Service, or is harmful to our interests or another user in which case no refund will become applicable. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Software available on this Site will immediately cease and be revoked. We shall not be liable to you or any claims including third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

The Company shall, upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any information, be entitled to disable such information or content that is in contravention of these Terms. Company shall also be entitled to preserve such information, content and associated records for such period as prescribed under applicable laws for production to governmental authorities for investigation purposes. In case of non-compliance with any applicable laws, rules or regulations, or the Terms by a User, we shall have the right to immediately terminate your access or usage rights to the Services, or the use of the Site and/or Services and to remove non-compliant information from the Site, without prior intimation to You. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms.

15. General

In addition to any excuse provided by applicable law, Company shall be excused from liability for non-delivery or delay in delivery of products, Software, or Services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labour disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. This Terms constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings (verbal or written) of the parties with respect thereto. This Terms shall NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence. If you learn that any Software is subject to a threatened or actual third-party claim of infringement or violation of another right, you will promptly notify Company of any such claim; remove the Software from your computer systems and storage devices (electronic or physical); and cease any future use of the User Content and/or Services at your own expense. If you do remove and cease use of the Software, we may choose to refund your license fees for the applicable Software, subject to the other terms and conditions of these Terms. This Terms shall survive termination or expiration of your use of the Site or your Plan. Company, its content contributors or any of their respective group entities are intended third party beneficiaries of these terms; nothing in these Terms, express or implied, is intended to

or shall confer upon You any other third party any rights, benefits or remedies of any nature whatsoever. You shall promptly reimburse Company, its content contributors and any of their respective affiliates for any costs (including reasonable attorneys' fees and court costs) that are incurred in collecting any Fees or enforcing these Terms. This Terms shall be governed by and construed in accordance with the laws of India, and Courts of Mumbai, India shall have exclusive jurisdiction. We will send you information relating to your membership, *inter alia*, payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails or messages. Company's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You must be at least 18 years old to access the Site and the Services or a major if accessing from any other jurisdiction. If you are under the relevant age of majority in your jurisdiction, you may access the Site and the Services only in accordance with applicable laws which enable a minor to access such a service in your jurisdiction. In India, in case you are less than 18 years of age, you shall only access the Site and the Services after taking consent of your parent or guardian.