

TERMS & CONDITIONS

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THIS DOCUMENT OF TERMS & CONDITIONS (“**AGREEMENT**”) IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RULES MADE THEREUNDER, AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS/RECORDS IN VARIOUS STATUTES AS AMENDED FROM TIME TO TIME. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS; AND INCLUDES VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

This Agreement is a legally binding agreement between you (herein referred to as “**you**” or “**your**”) and ****us and our affiliates, assigns and successors**** (herein referred to as “**we**”, “**us**” or “**our**”).

Your access to or use of our products, services, applications, platform or websites is subject to and conditioned upon your acceptance of this Agreement as it is.

BY CLICKING “**I ACCEPT**” OR “**I AGREE**” ON THE SIGNUP/LANDING PAGE, OR BY ACCESSING AND/OR USING OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM OR WEBSITES IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN FULL OR YOU ARE INCOMPETENT TO CONTRACT (INCLUDING THROUGH YOUR PARENT OR LEGAL GUARDIAN) OR UNABLE TO FULFIL THE TERMS AND CONDITIONS AS MENTIONED IN THIS AGREEMENT, THEN YOU SHOULD NOT USE OR OTHERWISE ACCESS OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM OR WEBSITES; AND YOU MUST EXIT NOW.

Please note that if you are a minor / incompetent to contract due to age in the jurisdiction in which you reside, you must have the permission of, and be directly supervised by, your parent or legal guardian to use and/or access our products, services, applications, platform or websites, and your parent or legal guardian must read and agree to the terms and conditions provided in this Agreement prior to your use and access to our products, services, applications, platform or websites.

This Agreement governs the access to and use of our products, services, applications, platform or websites. We may, in our sole and absolute discretion and without any specific notice to you, update and change any part or all of this Agreement, including but not limited to the fees, price and charges associated with the access to or use of our products, services, applications, platform or websites. If we update or change this Agreement, then the updated version will be posted at www.kashewgames.com or on the relevant page of our products, services, applications, platform or websites. When we change/modify this Agreement, we will specify the ‘Last Updated’ date. We will notify you of any change to this Agreement no later than [24 hours] after such change takes effect, by email to your registered address or by a prominent notice on our Platform. The updated agreement will become effective and binding from the date of such notification. You are required to review this Agreement periodically/from time to time. Unless explicitly stated otherwise, any new features, module, services or products that change, augment or enhance our current products, services, applications, platform or websites shall be subject to the terms of this Agreement. Your access to and use of our products, services, applications, platform or websites is further subject to our Privacy Policy which is available on www.kashewgames.com and is incorporated herein by reference. Our products, services, applications,

platform or websites may be subject to additional guidelines, terms or rules, etc. which will be posted on our respective products, services, applications, platform or websites and shall be deemed to be incorporated herein by reference.

1 USER ACCOUNTS

- 1.1 When you register for or on our products, services, applications, platform or websites, you are required to create a user account (“**User Account**”). The request for a User Account may undergo a review/verification process by us and we reserve the right to seek such additional details as may be required. You shall promptly update the User Account information to keep it true, accurate, and complete. You will be responsible for all activities that occur under the User Account. You must keep the password and other details of the User Account confidential. You agree to notify us immediately of any unauthorized use of the User Account or if you believe that the password of the User Account is no longer confidential. We reserve the right to require you to alter the username and/or password.
- 1.2 You shall not: (a) provide any false personal information as part of the User Account information; (b) create a User Account for anyone else; (c) create or use more than one User Account at any given time; (d) transfer/assign/lend the User Account to anyone else; (e) permit others to use the User Account; and/or (f) use or access any other person’s user account. You acknowledge that we rely completely on the information provided by you and we shall not be held liable, in any manner, if you or anyone who uses User Account is not eligible to use the same and/or has provided us with incorrect, inaccurate, untrue details or information.
- 1.3 In order for you to access and use our products, services, applications, platform or websites, we will require you to provide specific information about you and (if applicable) your personal preferences. You hereby agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity.
- 1.4 You may be permitted to create a guest account, however in such case you may or may not have access to certain features of our products, services, applications, platform or websites.
- 1.5 Alternatively, if permitted by us, you may create a User Account by logging in with your credentials for a third-party account (such as Google, Apple or Facebook). If you do so, you represent and warrant that you are entitled to disclose such login credentials to us and/or grant us access to such third-party account without breach of any of the terms and conditions that govern your use of the applicable third-party account and without obligating us to pay any fees.
- 1.6 PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

2 CORRECTION AND CANCELLATION

- 2.1 Occasionally there may be information on our products, services, applications, platform or websites that contains typographical errors, inaccuracies or omissions that may relate to product/service descriptions, pricing, promotions, offers, availability, etc. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on our products, services, applications, platform or websites is inaccurate, wrong or incorrect at any time without prior notice (including after you have submitted your order or completed the transaction).
- 2.2 You agree to provide current, complete and accurate purchase and account information for all purchases/transactions made on or with our products, services, applications, platform or

websites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions / process your order and contact you as needed.

- 2.3 After completion of the transaction or placing the order, we will not entertain any request for cancellations from you.

3 LIMITED RIGHTS OR TRIAL OFFER

- 3.1 From time to time, we may offer trials / limited launch for, part or full, access to and use of our products, services, applications, platform or websites for a specified period or a specified feature without payment or at a discounted fee/price.
- 3.2 We reserve the right, in our absolute discretion, to determine your eligibility for such trial offers / limited launch, and to withdraw or to modify such trial offers / limited launch at any time without prior notice and with no liability.
- 3.3 We reserve the right, but are not obligated, to limit our products, services, applications, platform or websites to any person, geographic region or jurisdiction, and set appropriate controls as per our policies and guidelines.
- 3.4 We reserve the right to refuse access / use of our products, services, applications, platform or websites to anyone for any reason at any time.

4 SUBSCRIPTION FEES

- 4.1 We may provide free-to-view, basic, premium or subscription-based access to and use of our products, services, applications, platform or websites. We reserve the right to charge for additional in-application purchases that may be made available on our products, services, applications, platform or websites. Certain content may display advertisements even under premium or subscription-based models.
- 4.2 All amounts paid for premium or subscription-based models are solely for the purpose of accessing services, features, content and entertainment. Such payments do not constitute a stake or wager or for winning any real cash prize or money.
- 4.3 You agree to pay all applicable charges/fees as per the pricing displayed on our products, services, applications, platform or websites. Payments may be processed through authorized payment gateways, including credit/debit cards, wallets, UPI, or other methods enabled on our products, services, applications, platform or websites. You agree to provide accurate and lawful payment information and authorize us to process the said charges/fees.
- 4.4 Unless cancelled prior to renewal, subscriptions may automatically renew at the prevailing rates. You are responsible for reviewing applicable pricing and renewal terms before continuing usage.
- 4.5 Refunds shall be granted only where required by law or in instances of proven erroneous deductions directly attributable to us. Subscription cancellations will not entitle you to pro-rata refunds for partially used periods, unless specifically stated otherwise.
- 4.6 Subject to the exceptions set out above, all amounts paid to us shall be non-refundable.
- 4.7 All amounts paid on our products, services, applications, platform or websites are personal to you and benefits are non-transferable. They may not be assigned, gifted, sublicensed, or resold in any manner.

- 4.8 It is your responsibility to provide accurate and up-to-date information to ensure uninterrupted services. You must promptly update any changes, such as billing address, payment information, or expiration date.
- 4.9 You acknowledge that use of certain payment methods may be subject to additional payment processing fees.
- 4.10 The length of your billing cycle will depend on the type of subscription selected on our products, services, applications, platform or websites.
- 4.11 You must be at least eighteen (18) years old, or have reached the age of majority under the applicable laws of your place of residence, to make any purchase. By providing payment information and completing a purchase, you agree to pay all applicable charges, including taxes, transaction fees, and any other costs associated with the purchase.
- 4.12 If we provide access to any third-party services where payments may be required, then the relevant terms and conditions of such third party shall apply. We shall not assume any liability for any charges, transactions, or ancillary disputes that may arise as a result of your use of such third-party services.
- 4.13 When placing an order, you shall pay only through the payment methods accepted at checkout, which may vary based on location and our products, services, applications, platform or websites. The payment method used for the initial purchase will be used for subsequent subscription renewals unless updated by you.
- 4.14 You agree to pay all applicable fees and taxes for selected paid services, in accordance with the published rates and billing cycles, and applicable laws.
- 4.15 In case your payment attempt fails or in case of insufficient funds, your subscription or access to paid portions of our products, services, applications, platform or websites may be suspended or terminated until payment is successfully processed.
- 4.16 You may cancel your subscriptions at any time in accordance with the cancellation instructions made available on our products, services, applications, platform or websites. Cancellation shall take effect at the end of the then-current billing cycle. No partial refunds or credits shall be issued for any unused portion of the subscription period, except where required by applicable law.
- 4.17 We reserve the right to update, modify, or adjust prices prospectively, upon providing reasonable notice as required by applicable law, and the revised fees/charges shall apply from your next renewal cycle, allowing you an opportunity to cancel prior to renewal. Continued use of paid services after the effective date of modifications constitutes acceptance of the new pricing terms and revised fees and charges.
- 4.18 The features and functionality of paid services may evolve over time and may be modified, updated, or discontinued in whole or in part. Such changes shall not affect any accrued rights or active subscription periods, except as permitted under applicable law.

5 CANCELLATION AND REFUND

- 5.1 No refund shall be processed once an order/transaction is placed, except where (a) an erroneous double charge or duplicate deduction has occurred due to a fault on our Platform; or (b) a refund is required by applicable law.

- 5.2 Any technical delay or glitch reported during the processing of the request may be eligible for claiming refund subject to our sole discretion and such other terms that may be applicable from the payment partners.
- 5.3 No refund shall be processed if incorrect information has been provided by you. You agree to be careful while providing any information on and must re-check the information filled by you.
- 5.4 The refunds, if any, shall be processed after deduction of the transaction charges levied by the bank and/or the payment gateway, and/or any other charges that may have been incurred by us during processing the order/transaction, as applicable.
- 5.5 No refund shall be granted in cases of technical delays or glitches encountered due to any fault not attributable to us.
- 5.6 If our products, services, applications, platform or websites or the associated payment gateway experiences technical issues such as slowdown, failure, or session timeout, you shall verify your bank transactions before initiating a second payment.

6 VIRTUAL ITEMS

- 6.1 You may obtain virtual items, including but not limited to virtual coins, cash, cards, collectibles, tokens, or points (“**Virtual Items**”) on our products, services, applications, platform or websites either free of cost, by participating in the games/contests, through in-app purchases and/or through third party payment platforms. You may also obtain Virtual Items by redeeming/exchanging some points, credits, cards, coins, etc. collected on our products, services, applications, platform or websites and also by redeeming/exchanging some approved third party virtual items. You are responsible for reading and understanding the terms of redemption/exchange of such points, credits, cards, coins, etc. collected on our products, services, applications, platform or websites and of such approved third party virtual items before making any transaction/redemption/exchange.
- 6.2 You acknowledge and agree that your purchasing/acquiring the Virtual Items is purely voluntary and at your sole discretion and risk. You are solely responsible for determining whether your purchasing/acquiring the Virtual Items is required and/or beneficial to you.
- 6.3 Any completion of purchase/selling/acquisition/redemption/exchange/transaction involving Virtual Item is at our discretion and we retain absolute and unconditional right to approve or reject such purchase /selling/acquisition/redemption/exchange/transaction at any time without notice.
- 6.4 We presume that all transactions made using your account is made and authorised by you. It is your responsibility to ensure safety and security of the transactions conducted through your account.
- 6.5 Virtual Items can only be used on our products, services, applications, platform or websites or approved third party products, services, applications, platform or websites in the manner determined by us.
- 6.6 You understand that while at times you may ‘earn’ ‘win’ ‘acquire’ or ‘purchase’ Virtual Items; these real world terms are only being used as shorthand. You do not in fact ‘own’ the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, you get a limited licence to use our products, services, applications, platform or websites, including software programs or features that occasionally manifest themselves as these items. At all times we own all intellectual property and proprietary rights in the Virtual Items. We hold no liability for any such currency and/or value of it and the same

can only and solely be used on our products, services, applications, platform or websites in defined and described manner. We may limit the total amount of Virtual Items that may be won or acquired at any one time, and/or limit the total amount of Virtual Items that may be held in your account in the aggregate.

- 6.7 Virtual Items are not transferable to any third party/other users unless expressly allowed by us. We prohibit and do not recognize any purported transfers of Virtual Items effectuated, or the purported sale, gift or trade in the 'real world' of Virtual Items, unless otherwise expressly authorised by us in writing. Accordingly, you may not sublicense, trade, sell or attempt to sell Virtual Items for 'real' money, or exchange Virtual Items for value of any kind outside of a game, without our written permission. Any such transfer or attempted transfer is prohibited and void, and will subject User Account being terminated. We may, at our sole discretion and on terms acceptable to us, provide you with an option wherein you may be allowed to transfer/move/relocate the Virtual Items to other users/account.
- 6.8 We have the right to offer, modify, eliminate, discontinue, extinguish and/or terminate Virtual Items or any portion thereof, at any time, without notice and without liability to us.

7 CONTESTS AND REWARDS

- 7.1 You may be eligible to participate in specific activities such as advertisements, games, surveys, quizzes, contests, etc. ("**Contests**"). Each Contest may have, as may be determined by us from time to time, certain eligibility criteria, qualifying conditions, limitations and terms for participation, rules, point system, and calculation matrix to determine the winning/qualifying users ("**Contest Rules**"). By participating in any Contest, you agree to abide by and follow the relevant Contest Rules. Failure to comply with any Contest Rules may make you ineligible to participate or/and disqualify you from the said Contest.
- 7.2 You acknowledge and agree that your participation in any Contest(s) is purely voluntary and at your sole discretion and risk. You are solely responsible for determining whether your participation in a Contest is required and/or beneficial to you.
- 7.3 We may offer one or more types of points, credits, cards, coins, etc. through specific Contests ("**Points**") and also offer one or more types of rewards through specific Contests ("**Rewards**"). You may be able to redeem the Points for Rewards. Initially, unless discontinued by us, you can redeem your Points for Rewards at stores listed within the Kashew Games platform ("**Reward Stores**"). The Reward item's value is subject to the terms of the Reward Stores. The Reward Stores may be operated by third-parties. Your use of the Reward Stores is subject to their specific terms and privacy policies.
- 7.4 We may, in our sole and absolute discretion, void any Points, Rewards, or potential Rewards you may have earned or accumulated, if we determine that you have not complied with this Agreement or any additional terms applicable to such participation. The decision tendered by us in this regard will be final and binding on you.
- 7.5 Not all Contests will carry Points and/or Rewards. Some of the Contests may include additional terms that apply to your participation in the Contests allowing you to earn either Points or Rewards, not both. The Points awarded have no cash value and the Rewards granted are subject to the terms and conditions of such Rewards.
- 7.6 Save and except as below, no credit, reversal, or refund of Points will be issued for any reason after Points have been redeemed; in other words, once you procure a Reward, you may not cancel the Reward or return the Reward for a refund of Points.

- 7.7 If you attempt to redeem Points for a Reward and we determine that the Reward is unavailable, out of stock, or for whatever reason cannot be provided to you, we may, at our sole and absolute discretion, provide you with an alternate reward of equal or greater value or require you to retain the Points.
- 7.8 The Rewards and Points are non-transferable, may not be bartered or sold, and are void if a transfer is attempted.
- 7.9 Any Points or Rewards that have not been redeemed for a period as applicable to such Points or Rewards may be deemed expired. We are not obligated to recredit such Points or re-offer such Reward to you. On deletion/cancellation/termination of User Account, the Points and the Rewards may be lost / be deemed to be lapsed.
- 7.10 There may be limitations, rules and policies on Contests, Points and Rewards, so please be sure to review all applicable additional terms / Contest Rules before deciding whether or not you would like to participate in a particular Contest. We reserve the right to amend these limitations, rules and policies at any time without giving any notice.

8 OUR PROPRIETARY RIGHTS

- 8.1 This is an agreement for access to and use of our products, services, applications, platform or websites, and save and except as provided herein, you are not granted any right, title, interest or license to any intellectual property rights under this Agreement. Our products, services, applications, platform and websites are based upon our proprietary technology, intellectual property and confidential information. Our products, services, applications, platform and websites are protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. Our products, services, applications, platform and websites, including all intellectual property rights therein, belongs to us or our licensors and are our or our licensors' property.
- 8.2 Our names, logos, brands and other marks used by us from time to time are our trademarks and property. The graphics, user interfaces, visual interfaces, appearance, look and feel, layout, color scheme, design, sounds, music, artwork and computer code including in our products, services, applications, platform or websites are protected trade dress and intellectual properties. Save and except as provided herein, you do not receive any right or license to use the foregoing.
- 8.3 The results/outcomes derived by access to and use of our products, services, applications, platform or websites may contain data, information or content that is not ours, and you shall not use such data, information or content unless you have obtained permission from the owner of such data, information or content or are otherwise permitted by law.
- 8.4 Third party intellectual property may appear on our products, services, applications, platform or websites and all rights therein are reserved to the registered owners of those intellectual property. For use of any third party's intellectual property, you need to get permission directly from the owner of such intellectual property.
- 8.5 We may enhance and/or modify any of our products, services, applications, platform or websites from time to time, in order to change them and/or change the user experience. Nothing in this Agreement shall prohibit us from making such enhancements and/or modifications to our products, services, applications, platform or websites.
- 8.6 We may use and/or incorporate into our products, services, applications, platform or websites any suggestion or feedback provided by you, without any payment to you or restriction from you.

- 8.7 Except as expressly provided in this Agreement, no part of our products, services, applications, platform or websites may 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 our express prior written consent.
- 8.8 You may use information available on our products, services, applications, platform or websites, provided you: (a) do not remove any proprietary notice language in all copies of such documents/ information; (b) use such information only for your personal, non-commercial purpose and do not copy or post such information on any networked computer or broadcast it in any media; (c) make no modifications to any such information; (d) do not make any additional representations or warranties relating to such documents/ information; and (e) do not frame or otherwise incorporate into another third party website or present in conjunction with or juxtaposed against such a website such information.

9 USER DATA AND LICENSE

- 9.1 Subject to the provision of this Agreement, you shall own and retain all rights to the User Data. We do not claim exclusive ownership of the User Data that you provide to us including through our products, services, applications, platform or websites, and we acknowledge and agree that, subject to the terms and conditions of this Agreement, you will retain applicable copyright and other intellectual property rights in the User Data.
- 9.2 Notwithstanding the foregoing, you hereby grant us a non-exclusive, worldwide, irrevocable, perpetual, unlimited, assignable, sub-licensable through single or multiple tiers, royalty-free and fully-paid license to: (i) copy, host, use, reproduce, modify, retitle, prepare derivative works of, improve, distribute, transmit, translate, paraphrase, excerpt, redact, publish, broadcast, archive, store, cache, remove, retain, add to, combine with information provided by third parties, and/or publicly display the User Data for any purpose, commercial, advertising or otherwise, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, including - (a) on, through or in respect of our products, services, applications, platform or websites; and/or (b) in our promotional and advertising materials; and/or (ii) sublicense to third parties such User Data to the extent necessary for the creation, operation and maintenance of, in part or in whole, our products, services, applications, platform or websites and the User Account. You hereby also grant us, the perpetual and irrevocable right to delete any or all of the User Data from our products, services, applications, platform or websites, our servers/systems and the User Account, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to you or any other person. No compensation will be paid to you with respect to our or our sub-licensee’s use or exploitation or deletion of the User Data. You waive all moral rights in the User Data, and you warrant that the moral rights have not otherwise been asserted in the User Data.
- 9.3 By submitting, posting, uploading, transmitting or otherwise making available any User Data or by posting messages, uploading files, inputting data, submitting any feedback or suggestions, or engaging in any other form of communication with or through our products, services, applications, platform or websites, you warrant and represent that you own or otherwise control the rights necessary to do so and to grant us the license set forth above. You represent and warrant that: (a) you have the right to post, submit and make available the User Data, and to grant the foregoing license; (b) the User Data is not false, inaccurate, or misleading; and (c) the User Data will not infringe, misappropriate or violate any third-party rights (including any intellectual property rights), or applicable laws. Where User Data includes Personal Data that you have made publicly available on or through our Platform, you additionally represent and warrant that you have the right to make such Personal Data publicly available and that doing so does not violate any obligation you owe to any third party whose Personal Data may be included in that User Data.

- 9.4 User Data is your data, and we are not responsible for the appropriateness, legality, integrity, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of any such User Data. You are solely responsible for the User Data, and you will defend, indemnify and hold us and our sub-licensees harmless from any third-party claim related to a breach of any of the foregoing obligations, representations and warranties. You expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding the User Data.
- 9.5 The term "**User Data**" means any and all content, information and data submitted by you through our products, services, applications, platform or websites, including without limitation texts, writings, videos, audios, photographs, graphics, comments, and suggestions.

10 INTERACTIONS

- 10.1 You may interact with other users and meet new people, add friends and communicate with each other through either chat over text, images (including GIFs), audio and video messages. You acknowledge that the information/content made available by you, may be accessible to certain other users/persons/authorities. You shall be responsible for any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information shared, posted or transmitted by you on our products, services, applications, platform or websites. You agree that we are only acting as a passive conduit for your online interactions and publication of content shared/posted by you. If the content shared/posted by you violates this Agreement or any applicable law, you shall bear all legal responsibility and obligation for that content. In the event that you violate this Agreement or applicable laws, we may take requisite enforcement steps against you including but not limited to issuing warnings, removing content, suspending or removing the accounts, and reporting them to law enforcement.
- 10.2 Our products, services, applications, platform or websites may include advertising/interactive content, which may be targeted to you. Such advertising/interactive content may include links to third party websites/services/products. You may be viewing/clicking advertisements/interactive content while using our products, services, applications, platform or websites and be taken on to third party websites/services/products, and accept and agree that you are doing so only of your own accord. The inclusion of any link to third-party websites/services/products does not imply endorsement by us.
- 10.3 You are solely responsible for your interactions with other users and any other parties with whom you interact through our products, services, applications, platform or websites and disputes/conflicts thereof. We reserve the right, but have no obligation, to become involved in any way with such disputes/conflicts.

11 DATA MONITORING AND STORAGE

- 11.1 We are under no obligation, but do reserve the right in our sole discretion, to correct, pre-screen, filter, modify, intercept and analyse traffic of, copy, backup, redirect, transmit, refuse, limit access to, suspend, freeze, and remove any and all thoughts, opinions, and other User Data etc. We may also monitor the access to and use of our products, services, applications, platform or websites by any of our users in order to analyse the access to and use of our products, services, applications, platform or websites and/or improve our products, services, applications, platform or websites or to add features useful to our users.
- 11.2 Furthermore, we may collect and use data related to such use, in an aggregate and anonymous manner, including compiling statistical and performance information related to the provision and operation of our products, services, applications, platform or websites. You agree that we may use and publish such aggregate and anonymous information. You consent that we may store, process and transmit information in locations around the world - including those outside

your country. Information may also be stored locally on your devices that you may use to access or use our products, services, applications, platform or websites.

- 11.3 By registering for and using our products, services, applications, platform or websites, you consent to the transfer of the User Data and/or information to any part of the world in which we or our affiliates or representatives or service providers maintain facilities. The use and disclosure of data and information is further described in the Privacy Policy.

12 USER COVENANTS

- 12.1 You agree, undertake and confirm that your use of our products, services, applications, platform and/or websites shall be strictly governed by the following binding principles:

- You shall use our products, services, applications, platform or websites for lawful purposes only.
- You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which you do not have any right to; or that interferes with another user's use and enjoyment of our products, services, applications, platform or websites or any other individual's use and enjoyment of similar services; or
 - is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, or unlawfully threatening or unlawfully harassing another user, the same being qualified to include behaviour termed as 'indecent representation of women' within the meaning of applicable laws; or
 - is misleading in any way; or
 - is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - involves the transmission of junk mail, chain letters, or unsolicited mass mailing or spamming; or
 - infringes upon or violates any third party's rights, including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorised disclosure of a person's name, email address, physical address or phone number)]; or
 - contains restricted or password-only access pages, or hidden pages or images (those not linked to our products, services, applications, platform or websites or from another accessible page); or
 - provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or

- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- contains video, photographs, or images of another person without his or her express written consent and permission, or the permission or the consent of his or her guardian in the case of a minor; or
- tries to gain unauthorised access or exceeds the scope of authorised access (as defined herein and in other applicable codes of conduct or end user access and licence agreements) to our products, services, applications, platform or websites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of our products, services, applications, platform or websites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- engages in commercial activities and/or sales without our prior written consent, including activities such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of virtual items; or
- refers to any website or URL that, in our sole opinion, contains material that is inappropriate for our products, services, applications, platform or websites, or contains content that would be prohibited or violates the letter or spirit of this Agreement; or
- harms minors in any way; or
- is fraudulent or involve the sale of counterfeit or stolen items; or
- violates any law for the time being in force; or
- deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
- exhibits the tenor of impersonating another person; or
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the proper working of our products, services, applications, platform or websites or any transaction being conducted on our products, services, applications, platform or websites; or
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or
- is false, inaccurate or misleading; or

- directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law for the time being in force; or
- creates any liability for us or causes us to lose (in whole or in part) the services of our ISPs or other suppliers/licensors.
- You shall not use any 'deep-link', 'page-scrape', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of our products, services, applications, platform or websites, or in any way reproduce or circumvent the navigational structure or presentation of our products, services, applications, platform or websites, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through our products, services, applications, platform or websites. We reserve the right to bar any such activity.
- You shall not copy, distribute or disclose any part of our products, services, applications, platform or websites in any medium.
- You shall not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running our products, services, applications, platform or websites.
- You shall not take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure.
- You shall not collect or harvest any personally identifiable information, including account names, from our products, services, applications, platform or websites.
- Our products, services, applications, platform or websites are being licensed to you for use for specific purposes only, you shall not use our products, services, applications, platform or websites for any other purpose or for commercial purposes.
- You shall not impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity.
- You shall not interfere with the proper working of our products, services, applications, platform or websites.
- You shall not access any content on our products, services, applications, platform or websites through any technology or means other than those capabilities permitted on our products, services, applications, platform or websites.
- You shall not bypass the measures we may use to prevent or restrict access to our products, services, applications, platform or websites, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of our products, services, applications, platform or websites or the content therein.
- You shall not probe, scan or test the vulnerability of our products, services, applications, platform or websites or any network connected to our products, services, applications, platform or websites nor breach the security or authentication measures on our products, services, applications, platform or websites or any network connected to our products, services, applications, platform or websites. You shall not reverse look-up, trace or seek to trace any information on any other user of or visitor of our products, services, applications, platform or websites, including any account not owned by you, to its source, or exploit our

- products, services, applications, platform or websites in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information.
- You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through our products, services, applications, platform or websites.
 - You shall not use our products, services, applications, platform or websites for any purpose that is unlawful or prohibited by this Agreement and/or to solicit the performance of any illegal activity or other activity that infringes the rights third parties.
 - You shall not use our products, services, applications, platform or websites in any manner that could damage, disable, overburden, block or impair any of the servers connected to our products, services, applications, platform or websites. You shall not attempt to gain unauthorised access to our products, services, applications, platform or websites through hacking, password mining or any other means.
 - You shall not reverse engineer, decompile and disassemble, copy, reproduce, reuse any software used to provide our products, services, applications, platform or websites.
 - You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or any domain name used by us or otherwise engage in any conduct or action that might tarnish our image or reputation, or otherwise tarnish or dilute any of our trademarks or service marks, trade name and/or goodwill associated with such trademarks or service marks, trade name as may be owned or used by us.
 - You shall not engage in advertising to, or solicitation of, other users of our products, services, applications, platform or websites to buy or sell any products or services, including, but not limited to, services being displayed on or related to our products, services, applications, platform or websites. You shall not transmit any chain letters or unsolicited commercial or junk email to other users via our products, services, applications, platform or websites. It shall be a violation of this Agreement to use any information obtained from our products, services, applications, platform or websites in order to harass, abuse, or harm another person, or in order to contact, advertise, solicit, or sell to another person without our prior explicit consent. In the event of us according consent to a person to advertise through our products, services, applications, platform or websites, we may, in order to protect our users from such advertising or solicitation, reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period, the same being subject to our sole discretion.
 - You understand that we have the right at all times to disclose any information (including the identity of the users) as necessary to satisfy the applicable law, or valid governmental request or request from any authorities. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summon. In addition, we can (and you hereby expressly authorise us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
 - We reserve the right, but have no obligation, to monitor the materials posted on our products, services, applications, platform or websites. We shall have the right to remove or edit any content/information that, in our sole discretion violates, or is alleged to violate, any applicable law or the spirit or letter of this Agreement, our policies or simply to the best of

our judgement. Notwithstanding this right above, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT/INFORMATION/MATERIALS YOU POST USING OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM OR WEBSITES AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not necessarily reflect our views. In no event shall we assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from the use of the content/information and/or appearance of content/information on our products, services, applications, platform or websites. You hereby represent and warrant that you have all necessary rights in and to all content you provide and all the information it contains, and that such content shall not infringe any proprietary or other rights of third parties, and shall not contain any libellous, tortious, or otherwise unlawful information.

- We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group(s) of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

13 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 13.1 You represent, warrant, and covenant that: (a) you (including through your parent or legal guardian) have the power and authority to enter into this Agreement; (b) you are a natural person and are competent to contract (including through your parent or legal guardian); (c) you will only access and use our products, services, applications, platform or websites in accordance with the terms of this Agreement; and (d) you are and will at all times be, in full compliance with all applicable laws.
- 13.2 In addition to other prohibitions as set forth in this Agreement, you are prohibited from accessing or using our products, services, applications, platform and/or websites: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, central, federal, provincial or state regulations, rules or laws; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will, or may be used in any way that will affect the functionality, or operation of our products, services, applications, platform or websites; (h) to collect or track the personal information of others (including usernames and/or email addresses); (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent/bypass the security features of or restrictions on our products, services, applications, platform or websites; (l) to remove any logo, copyright or proprietary notices, disclaimer, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded therein; (m) to start a business (including reselling) or commercially exploit our products, services, applications, platform and/or websites; (n) to advertise or offer to sell goods and services; or (o) to post a review without firsthand experience.
- 13.3 Access to or use of our products, services, applications, platform or websites may not be legal by certain persons or in certain states or countries or jurisdictions; and if you use or access our products, services, applications, platform or websites being such certain persons or from such certain states or countries or jurisdictions, you do so at your own risk and are responsible for compliance.

14 AUTHENTIC SOURCES AND SECURITY

- 14.1 It is your responsibility to check to ensure you download/install the correct application / app / software for your device. We are not liable if you do not have a compatible device or if you download the wrong version of the application / app / software.

- 14.2 We are not responsible for the availability or quality of third party services, including cell phone networks, hotspots, wireless internet and other services. Such third party services may affect your ability to utilize our products, services, applications, platform or websites and you hereby waive and release us and any other party involved in creating or delivering our products, services, applications, platform or websites from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.
- 14.3 You are solely responsible to keep your account information such as username, password etc. safe and confidential by adopting and practising safety measures such as not accessing our products, services, applications, platform or websites from public computers/devices. Hackers or other malicious groups or organisations may attempt to interfere with your account in a variety of ways, to gain access to your account and ultimately the information which is in your account including your financial information. If you use public or sharing computer/devices to access our products, services, applications, platform or websites, ensure to log out amongst other safety measures which you may consider exercising while using our products, services, applications, platform or websites. We reserve the right to suspend or terminate your account with immediate effect and for an indefinite period, if we have a reason to believe that the account or data therein has been compromised in any way.

15 THIRD-PARTY PRODUCTS AND THIRD-PARTY SITES

- 15.1 Third-Party Products and Third-Party Sites, if any, are not under our control, we have not investigated, monitored, or checked for accuracy, appropriateness or completeness of such Third-Party Products and Third-Party Sites, and we are not responsible in any manner whatsoever, for the contents of any Third-Party Site or quality of any Third-Party Product, including without limitation any link contained in a Third-Party Site, or any changes or updates to a Third-Party Site or Third-Party Product.
- 15.2 We are not responsible for webcasting, or any other form of transmission received from or sent to any Third-Party Site. The Third-Party Sites and Third-Party Products are provided to you only as a convenience, and the inclusion of any Third-Party Site or Third-Party Product does not imply approval or endorsement by us of such Third-Party Site or Third-Party Product or our association with it. We are under no obligation, but do reserve the right in our sole discretion to pre-screen such Third Party Sites and Third Party Products.
- 15.3 Many Third-Party Sites and Third-Party Products have their own ‘terms of use’ / ‘terms & conditions’ that differ from ours, and hence this Agreement only applies to our products, services, applications, platform or websites and do not apply to any other site or information, products, or services on such sites.
- 15.4 The term “**Third-Party Products**” means products/services that are provided by third parties and including articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties, which inter operate with or are used in connection with our products, services, applications, platform or websites.
- 15.5 The term “**Third-Party Sites**” means third-party websites linked-to or mentioned on our products, services, applications, platform or websites.

16 INDEMNIFICATION

- 16.1 You agree to indemnify, defend and hold harmless us and our group companies, affiliates and our and their respective officers, directors, employees, personnel, agents, representative, service providers, licensors and licensees (each an “**Indemnified Party**”) from and against any direct

or indirect claims, demands, losses, liabilities, costs and expenses (including but not limited to attorneys' fees and dispute resolution costs) ("**Liabilities**") incurred by an Indemnified Party arising out of or related to: (i) your breach of this Agreement including without limitation your breach of any representations, warranties or covenants; (ii) any allegation by a third party that User Data posted or submitted by you infringes that third party's copyright, trademark or other proprietary or intellectual property right, or misappropriates a third person's trade secrets or is unlawful, threatening, abusive, harassing, tortious,defamatory, obscene, harmful, libellous, invasive of another's privacy, hateful, or racially or ethnically objectionable;or (iii) or your fraud, misconduct or negligence. Your obligations under this Clause shall survive termination of this Agreement for a period of three years from the date of the act or omission giving rise to the relevant claim, or for such longer period as may be required to bring a claim under applicable law.

17 INJUNCTIVE RELIEF

- 17.1 You acknowledge that our products, services, applications, platform and websites contain valuable trade secrets and proprietary information of us and our other protected rights, and that any actual or threatened breach of this Agreement will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and hence injunctive relief is an appropriate remedy for such breach, which we shall be entitled to avail without any protest.

18 DISCLAIMERS

- 18.1 We may send you newsletters and other information regarding our products, services, applications, platform and websites, links to other related websites and/or specific content related to your data and preferences. The information contained in these communications and resources may be compiled from a variety of sources and may or may not be authentic or authored by us. These communications and resources may not be comprehensive and may not include complete information pertaining to the subject matter. These communications and resources are solely meant for general, personal and informational purposes, and should not be relied upon as a substitute for professional advice. Reliance on any information provided by us or through or on our products, services, applications, platform and websites or other users is solely at your own risk.
- 18.2 We and our licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members make no warranty or covenant or representation and hereby expressly disclaim all warranties, covenants and representations, whether statutory or implied,: (i) that our products, services, applications, platform and websites and information and/or other material therein will meet your requirements or expectations or satisfaction levels; (ii) that our products, services, applications, platform and websites will be uninterrupted, timely, secure or error-free or that defects will be cured/corrected; (iii) regarding the suitability, reliability, accuracy, availability, completeness, validity or truthfulness of any information, material or other content obtained through use of or access to our products, services, applications, platform or websites; (iv) regarding merchantability, fitness for a particular purpose, title, non-infringement, errors, mistakes, inaccuracies of content and materials; or (iv) that any information, data, download, etc. available on or through hosting servers will be free of infection by viruses, worms, trojan horses, bugs, codes, hack, or anything else manifesting destructive properties.
- 18.3 To the maximum extent permitted by applicable law, all such information, data, software, products, service and related material are provided by us on 'as is', 'where is', 'as available', 'with all faults', and 'without recourse' basis without warranty or condition of any kind.
- 18.4 No statement or information, whether oral or written, obtained from us by any means or in any fashion, shall create any warranty or representation.

- 18.5 You expressly agree that use of our products, services, applications, platform or websites is at your sole risk.

19 LIMITATIONS OF LIABILITY

- 19.1 YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR USER ACCOUNT AND TO RECEIVE A REFUND, WITHOUT INTEREST, AS STATED ABOVE.
- 19.2 In no event shall we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members be liable for any direct, indirect, punitive, incidental, special, consequential, exemplary or other type of injury/losses/damages, including without limitation injury/losses/damages for loss of use, data, revenue or profits, arising out of or in any way connected with the use or performance of our products, services, applications, platform and websites, whether based on contract, tort, negligence, strict liability, the failure of any limited remedy to achieve its essential purpose, or otherwise, even if we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members has/have been advised of the possibility of injury/losses/damages.
- 19.3 To the maximum extent permitted by applicable law, we and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members are not liable or responsible for any injury, disease, addiction or death including aggravation, acceleration or recurrence of such injury, disease, addiction or death arising from or in connection with our products, services, applications, platform and/or websites.
- 19.4 Notwithstanding the other terms of this Agreement and without prejudice to there being no liability of us and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members, if, at all, we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and members are determined to have any liability to you or to any third party under or pursuant to this Agreement for any loss, harm or damage, then you and such third party agree that our and our suppliers', licensors', licensees', affiliates', partners', subsidiaries', directors', employees', officers', directors', representatives', agents' and members' total, cumulative, collective and aggregate liability shall in all cases be limited to [●INR 100/- (Indian Rupees One Hundred only)] or the total amounts actually paid to us by you and such third party for the subject transaction through our products, services, applications, platform and websites, whichever is less. The existence of more than one claim will not enlarge this limit on liability.
- 19.5 YOU UNDERSTAND AND AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK AND AN ESSENTIAL PART OF THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT WITHOUT AGREEMENT TO THESE LIMITATION OF LIABILITY PROVISIONS, WE WOULD NOT HAVE PROVIDED OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM AND WEBSITES AND WOULD NOT HAVE EVEN ENTERED INTO THIS AGREEMENT WITH YOU.

20 TERM, TERMINATION AND SUSPENSION

- 20.1 This Agreement shall remain in full force and effect while you use our products, services, applications, platform and/or websites.
- 20.2 You may terminate your use or participation at any time, for any reason, by ceasing to use our products, services, applications, platform and websites and requesting us in writing. The

termination as against you shall not be effective till the time you have complied with all your obligations pursuant to this Agreement, as may be confirmed by us. You will remain responsible for all transactions that occurred prior to termination/cancellation of your account. You acknowledge and agree that if you cancel your account or terminate this Agreement, the access associated with the User Account may be removed by us, at our sole discretion, permanently from our database, and if you wish to create an account again in future, you will have to create a new user account.

- 20.3 We have the right to terminate this Agreement or suspend your access to or use of our products, services, applications, platform and/or websites at any time and with immediate effect for any reason or no reason.
- 20.4 We reserve the right, from time to time, to suspend or discontinue any products, services, applications, platform and/or websites, in whole or in part, with or without notice. You agree that we will not be liable to you or to any third party for any discontinuance or suspension of such products, services, applications, platform and/or websites, in whole or in part.
- 20.5 All the previous data and information collected by us may be removed by us on termination/cancellation of account.

21 GRIEVANCE OFFICER

- 21.1 We hereby appoint [●insert name] as our Grievance Officer. The Grievance Officer may be contacted at: [●insert email id] or at our address as provided on our website/Platform at [●insert URL]. Any complaint or grievance against violation of applicable law or the terms of this Agreement may be addressed to the Grievance Officer. We will acknowledge your complaint within 24 hours of receipt and resolve it within [●7] days of receipt, in accordance with applicable law. If you are unsatisfied with the resolution provided by the Grievance Officer, you may escalate your complaint to the Grievance Appellate Committee constituted under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, as applicable.

22 GENERAL

- 22.1 **Adequate Consideration:** You agree that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby confirmed and acknowledged by you. Without limiting the foregoing, you acknowledge that such consideration includes your access to and/or use of our products, services, applications, platform and/or websites.
- 22.2 **Entire Agreement:** Unless otherwise expressly stated herein, this Agreement (read with any other agreement signed by us and our Privacy Policy) constitutes the entire agreement between you and us with respect to our products, services, applications, platform and websites; and supersedes all prior or contemporaneous communications, proposals and agreements, whether electronic, oral or written, between you and us with respect to the subject matter of this Agreement. We object to and reject any additional or different terms proposed by you. Our failure to object elsewhere to any provisions of any subsequent document, communication, or act put forth by you shall not be deemed a waiver of any of the terms hereof. We may publish additional terms related to specific products/services/activities/programs/contests. Your right to use such products/services/activities/programs/contests is subject to those terms and this Agreement.
- 22.3 **Language:** If we provide you with a translation of the English language version of this Agreement, then you agree that the translation is provided for informational purposes only and

does not modify the English language version. In the event of a conflict between a translated version and the English version, the English version will prevail.

- 22.4 **Assignment:** You shall not assign or transfer this Agreement, in part or full, without our prior written consent. We may delegate, assign or transfer this Agreement, if full or in part, along with all rights and benefits to any successor or assigns or any other person without any notice to or consent from you.
- 22.5 **Amendment:** We may update and change any part or all of this Agreement, including but not limited to the fees, prices and charges associated with the access to or use of our products, services, applications, platform and/or websites, at our sole and absolute discretion.
- 22.6 **Waiver:** Our failure, delay or omission to exercise or enforce any rights or provisions of this Agreement will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim by you in relation to our products, services, applications, platform and/or websites should be filed within three (3) months from when the cause of action arose and any claims filed by you beyond this time period shall be barred and be deemed to be waived by you.
- 22.7 **Force Majeure:** We shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage; government restrictions (including lock-down); or any other event outside our or our service providers' reasonable control.
- 22.8 **Relationship:** This Agreement, between you and us, is on a 'principal to principal' basis. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or by access to or use of our products, services, applications, platform and/or websites.
- 22.9 **Feedback:** By providing comments, creative ideas, suggestions, reviews, proposals, plans, and other feedback relating to our products, services, applications, platform and/or websites (collectively, "**Feedback**") to us, you grant to us an irrevocable, perpetual, exclusive, royalty-free and fully paid, worldwide, transferable license, with the right to sublicense the right to edit, copy, publish, distribute, translate, use and exploit such Feedback, in any format or medium now known or developed in the future, for any purpose (commercial or otherwise,) and in any manner. We will have no obligation to give you any credit or compensate you in connection with any Feedback. We reserve the right to accept, reject, or remove the Feedback in our sole discretion.
- 22.10 **Communication and Notices:** The communications between you and us use electronic means, whether you use our products, services, applications, platform and/or websites or send us emails, or whether we post notices on our products, services, applications, platform and/or websites or communicate with you via email, for contractual purposes, you: (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement as if it were in hardcopy writing. Notice shall be sent to the contact address set forth here (as such may be changed by notice given to the other party) and shall be deemed delivered as of the date of actual receipt.

To us: Addressing to the attention of Ryan Devitre who is designated as grievance officer at info@kashewgames.com or at our address provided on our website www.kashewgames.com.

To you: As per the contact details provided to us at the time of registration or as may be updated from time to time in our records or on our products, services, applications, platform and/or websites.

We may give electronic notices to our user base by means of a general notice via our products, services, applications, platform and/or websites or may give electronic notices specific to you on e-mail addresses on record in our account information database or on our products, services, applications, platform and/or websites.

We may give telephonic notice to you by calls to appropriate numbers on record in our account information database. You hereby authorize us to send and hereby expressly consent to receive communications, service-related transactional SMS/messages, even in the case that your contact number is listed as DND with the concerned telecom regulatory authority. You agree that any communication so received by you from us will not amount to spam, unsolicited communication or a violation of your registration on the national do not call registry.

If you are not satisfied with the quality of our products, services, applications, platform and/or websites or have any other complaints or grievances, please contact as above.

- 22.11 **Language:** This Agreement and all related documents be drawn up in English language and shall be interpreted only in English language.
- 22.12 **Headings:** The headings of sections/clauses included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 22.13 **Independent Review:** You acknowledge that you have had the opportunity to read and understand the terms and conditions of this Agreement before accepting them. Notwithstanding the identity of the drafters of this Agreement, there will be no presumption for or against us or any other person arising out of or relating to the identity of such drafters.
- 22.14 **Errors:** There may be information on our products, services, applications, platform and/or websites that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right (without any obligation) to correct any errors, inaccuracies, or omissions and to change or update the information on our products, services, applications, platform and/or websites at any time, without prior notice.
- 22.15 **Severability:** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.
- 22.16 **Governing Law and Dispute Resolution:** This Agreement shall be governed by the laws of India without reference to conflicts of law principles; and, subject to the arbitration provision below, you hereby consent to the exclusive jurisdiction and venue of courts in Mumbai (India) in all disputes arising out of or relating to the access to or use of our products, services, applications, platform and/or websites or relating to this Agreement. Any dispute under this Agreement shall be referred for resolution by arbitration before a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement of the parties within 30 days of a notice of arbitration by one party to the other party; failing such agreement, either party may apply to a court of competent jurisdiction for appointment under Section 11 of the Arbitration and Conciliation Act, 1996. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and shall be held at Mumbai (India). The arbitration shall be confidential, and you shall not disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. You hereby consent to waive to claim personal jurisdiction and venue in the above-referenced courts and agree not to challenge or object to such jurisdiction.

- 22.17 **Survival:** The provisions of this Agreement, which by its nature survives including without limitation provisions pertaining to our proprietary rights, your indemnification obligations, your confidentiality obligations, our disclaimers, our limitations of liability and termination provisions shall survive expiry or termination of this Agreement.