

“Software / Development / Apps Agreement”

Updated on January 04, 2021

BY AROTALK GLOBAL PVT. LTD.

Acceptance of Terms of Service. This is an agreement between AROTALK GLOBAL PVT LTD ("Company"), the owner and operator of <https://www.arotalk.com/> (the "Site"), and you ("you" or "You"), a user of the Site. By using the Site you acknowledge and agree to these Terms of Service and also the Privacy Policy, which can be found at <https://www.arotalk.com/pages/policies> and is incorporated by reference. If you choose to not agree with any of these terms, you may not use the Site.

1. Changes to Terms of Service

- 1.1. **Right to Change Terms.** The Company reserves the right, in its sole discretion, to change these Terms of Service ("Updated Terms") from time to time.
- 1.2. **Notice of Updated Terms.** Unless the Company makes a change for legal or administrative reasons, the Company will provide reasonable advance notice before the Updated Terms become effective. You agree that the Company may notify you of the Updated Terms by posting them on the Site.
- 1.3. **Acceptance of Updated Terms.** Your use of the Site after the effective date of the Updated Terms constitutes your agreement to the Updated Terms. You should review these Terms of Service and any Updated Terms before using the Site.
- 1.4. **Effective Date of Updated Terms.** The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Site from that point forward.

2. Your Account

- 2.1. **Account Creation.** You must complete the registration process by providing the Company with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a password and a user name.
- 2.2. **Responsibility for Account.** You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other reach of security.

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2.3. **Liability for Account Misuse.** The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by the Company or another party due to someone else using your account or password.

2.4. **Use of Other Accounts.** You may not use anyone else's account at any time, without the permission of the account holder.

3. **Account Security.** The Company cares about the integrity and security of your personal information. However, the Company cannot guarantee that unauthorized third parties will never be able to defeat the Site's security measures or use any personal information you provide to us for improper purposes. You acknowledge that you provide your personal information at your own risk.

4. **License.** During the term of this agreement, the Company grants you a limited, non-exclusive, non-transferable license to access the Site for your personal and non-commercial use in accordance with the Terms of Service.

5. **Intellectual Property Rights.** The design, trademarks, service marks, and logos of the Site ("Marks"), are owned by or licensed to the Company, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Company reserves all rights not expressly granted in and to the Site. You agree to not engage in the use, copying, or distribution of any of the Site other than expressly permitted.

6. User Conduct

6.1. You may not engage in any of the following prohibited activities:

- (a) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping",
- (b) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site,
- (c) transmitting spam, chain letters, or other unsolicited email,

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- (d) attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Site,
- (e) taking any action that imposes or may impose, at our sole discretion, an unreasonable or disproportionately large load on Site infrastructure,
- (f) uploading invalid data, viruses, worms, or other software agents through the Site,
- (g) collecting or harvesting any personally identifiable information, including account names, from the Site,
- (h) using the Site for any commercial solicitation purposes,
- (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity,
- (j) interfering with the proper working of the Site,
- (k) accessing any content on the Site through any technology or means other than those provided or authorized by the Site, or
- (l) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content.

6.2. You also agree to abide by the Community Standards found at [COMMUNITY STANDARDS URL].

7. User Content

7.1. **Content Ownership.** You retain all ownership rights to content uploaded to the Site.

7.2. **Content License.** By submitting content to the Site, you grant the Company a worldwide, non-exclusive, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the Site and the Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels.

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8. **Third Party Content.** Through the Site, you will have the ability to access and/or use content provided by third parties. The Company cannot guarantee that such third party content will be free of material you may find objectionable or otherwise. The Company disclaims any responsibility or liability related to your access or use of any third party content.

9. Links to other Website / Software / Appss

9.1. **Links.** The Site may contain links to third-party Website / Software / Appss or resources. You acknowledge and agree that AROTALK GLOBAL PVT. LTD. is not responsible or liable for:

- (a) the availability or accuracy of such Website / Software / Appss or resources; or
- (b) the content, products, or services on or available from such Website / Software / Appss or resources.

9.2. **No Endorsement.** Links to such Website / Software / Appss or resources do not imply any endorsement by AROTALK GLOBAL PVT. LTD. of those Website / Software / Appss or resources.

9.3. **Assumption of Risk.** CUSTOMER acknowledges sole responsibility for and assumes all risk arising from your use of any such Website / Software / Appss or resources.

10. Privacy.

For information about how the Company collects, uses, and shares your information, please review our Privacy Policy. You agree that, by using the Site, you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of that information (including the transfer of this information to the United States or other countries for the Company's storage, processing, and use).

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11.Promotions.

Some users may promote competitions, promotions, prize draws, and other similar opportunities on the Site ("Third Party Competitions"). The Company is not the sponsor or promoter of these Third-Party Competitions and does not bear any responsibility or liability for the actions or inactions of any third parties who organize, administer, or are otherwise involved in any of promotion of these Third Party Competitions. If you wish to participate in any of these Third Party Competitions, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements, and are lawfully able to participate in such Third Party Competitions in your country of residence. If you wish to run your own Third Party. Competition on the Platform, you are free to do so provided you comply with our Competition Terms.

12.Disclaimer.

The Site is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable Law, the Company disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

13.Indemnification.

You shall indemnify, defend and hold harmless the Company and its collaborators, suppliers and licensors, and their officers, directors, agents, and employees from and against any claim, proceeding, loss, damage, fine, penalty, interest, and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with

- (a) your use of the Site;
- (b) your breach of this agreement;
- (c) violation of Law;
- (d) your submission, posting or transmission of user content to the Website / Software / Apps; or

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(e) violation of the rights of a third party.

14. Arbitration

14.1. Informal Dispute Resolution. The parties shall cooperate to attempt to informally resolve any dispute arising out of this agreement before submitting the dispute to arbitration.

14.2. Arbitration Proceedings. Subject to the exceptions in the section, if the parties cannot resolve the dispute informally, the parties shall resolve any dispute arising out of this agreement, except for disputes involving claims for injunctive or other equitable relief, by binding arbitration by

(a) the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, or

(b) a panel of three arbitrators, one appointed by each party, and the third appointed by the first two arbitrators.

14.3. Failure to Appoint Arbitrators. The parties shall request the AAA to appoint one or more of the arbitrators, as applicable, if

(a) within [20] Business Days of either party requesting arbitration, the other party fails to appoint an arbitrator, or

(b) within [20] Business Days of the appointment of the second arbitrator, the first two arbitrators cannot agree on the appointment of a third arbitrator.

14.4. Arbitration Location. The parties shall submit their dispute to arbitration in the county in which CUSTOMER resides, unless the parties agree otherwise in writing.

14.5. Arbitration Award

(a) **Included in the Award.** The arbitration award will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses.

(b) **Entered in Any Competent Court.** Any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

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14.7. **Injunctive Relief.** Notwithstanding anything in this section, either party may seek injunctive or other equitable relief from the courts for matters related to the confidentiality and non-disclosure obligations under sections [CONFIDENTIALITY OBLIGATIONS] and [NON-DISCLOSURE OF AGREEMENT] of this Agreement.

14.8. **Class Actions.** The parties' shall bring any claims in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

15. Feedback.

We welcome any comment, question and communication at

<https://www.arotalk.com/pages/contact>

15.1. Assignment and Successors

(a) **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the prior written consent of the other party.

(b) **Successors.** This agreement benefits and binds the parties and their respective heirs, successors, and permitted assigns.

15.2. Notices

(a) **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

(b) **Receipt of Notice.** A notice given under this agreement will be effective on

(i) the other party's receipt of it, or

(ii) if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

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15.3. Waiver

(a) **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

(b) **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(d) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

15.4. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

15.5. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

(a) represent the final expression of the parties' intent relating to the subject matter of this agreement,

(b) contain all the terms the parties agreed to relating to the subject matter, and

(c) replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

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20. Indemnity & Limitation of Liability:

You agree to indemnify, defend and hold harmless AROTALK GLOBAL PVT. LTD., its subsidiaries and affiliates from any claim, cost, expense, judgment, damages or other loss arising out of or in relation to your use of this Website / Software / Apps in any manner.

The entire risk arising out of the use of this Website / Software / Apps, its contents or material downloaded there from, remains with the user. In no event shall AROTALK GLOBAL PVT. LTD. be liable for any direct, consequential, incidental, special, punitive or other damages whatsoever (including without limitation, damages for loss of business profits, business interruption, or loss of business information), arising out of or in connection with your use or access to the Website / Software / Apps (including without limitation non-availability of the Website / Software / Apps) even if AROTALK GLOBAL PVT. LTD. has been advised of the possibility of such damages.

21. Purchase With Code:

After we have given you the code of the software, it is your responsibility to preserve that code. The code of the Website / Software / Apps is given simply because if we are not able to provide you service tomorrow, then you can use that code to maintain that Website / Software / Apps. Keep in mind that you can neither share this code with anyone nor sell it to anyone. Doing so will result in a fine of 400% and 100% royalty of the cost of the Website / Software / Apps.

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22. Data Privacy:

Data privacy is important to AROTALK GLOBAL PVT. LTD.. AROTALK GLOBAL PVT. LTD. has detailed Data Privacy Policy that is available on the link <https://www.arotalk.com/pages/terms-conditions>. AROTALK GLOBAL PVT. LTD. Data Privacy Policy describes how we collect, use and disclose information that we may obtain through this Website / Software / Apps or as a part of our internal processes.

23. Laws & Jurisdiction:

These Terms of Use shall be governed by the laws of India, without giving effect to its conflict of law's provisions. Any dispute arising out of or in relation these Terms of Use shall be subject to the exclusive jurisdiction of courts at Nagpur, Maharashtra, India. Copyright © 2019 AROTALK GLOBAL PVT. LTD. Systems Limited. All rights reserved.

24. Deposit, Payment & Fees:

Non-Refundable. All amounts paid hereunder shall be nonrefundable once paid.

END

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