

Updated in January 2022

Image Advertising service LLP – Terms & Conditions of Service

You must carefully read and understand these terms and conditions before downloading, installing and using the Image Advertising Service LLP mobile or desktop application ("Platform") which is licensed to and operated by Image Infotech Private Limited. ("Image"), having its registered office at VRR Legacy, No. 2, 1st main, 1st block, Koramangala, Bangalore, Karnataka 560034 ("Image", "We" and "Us" or "Image Advertising Service LLP"). For the purpose of these terms and conditions, any reference to Image shall include its affiliates, parent company, and sister concerns. These Term of Service, the Privacy Policy as well as Community Guidelines and all other applicable laws and regulations, (together "Legal Terms" or "Terms") govern Your access and use of the Platform, irrespective of whether you are a registered user or a visitor (which means that you simply browse the platform without limitation, through a mobile or other compute device like computer, or otherwise use the Platform without being registered). The terminologies "You", "Your", "User" And "Users" shall be read in context and shall refer to You. By using or accessing or downloading the Platform to view content by You, You agree to be bound by these Terms.

Image operates the Platform as an Intermediary under the IT Act. This document is published in accordance with the provisions of the Information Technology Act of 2000 read along with its relevant rules including Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and amendments if any and thereby governs the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the "Platform" or "Services").

The Terms form a legally binding agreement between you and us, and hence, please take the time to read them carefully. By using our services, you state that:

1. you are legally capable of forming a binding contract. If case of minor, your parents/legal guardian to have consented to your use of the Platform;
2. you will at all times comply with these Terms and all applicable laws and regulations;
3. you agree to post content in good faith only for lawful and non-commercial purposes including education, entertainment, criticism, or spreading information.

4. you are aware that the content on the Platform is not owned by Image (Image is an Intermediary as recognized under the Information Technology Act, 2000), Image is not responsible for any content posted or available on the Platform;
5. In case of an organization, company or branch of government, You represent and warrant that You have the authority to legally bind Your company or organization and Your company or organization will be bound by the obligations and restrictions of these terms. Any and all references herein to 'You' or 'Your' will include Your company or organization; and
6. your account has not previously been disabled for breach of our Terms or Policies or Standards.

If You do not agree to the terms or do not have the authority to bind Your organization or company to these terms, then do not access, avail, download or use the Platform or Services.

1. About the Platform

Image Advertising Service LLP is a unique mobile and/or desktop application or software or technology (“Platform” or “Services”) that allows You to view and use content aggregated from different sources (“Content”). This Platform uses an intermediary and/or enabling technology that categorizes Content from various sources and allows You to explore, search, access, view and share the Content with third parties based on these categories.

2. Eligibility

Use and access to the Platform is available to all persons who can be legally bound by contract and who are not disqualified or declared incompetent under the Indian Contract Act, 1872. If You are a minor i.e. under the age of 18 years, You shall not register as a User of the Platform and shall not access or use the Platform. As a minor if You wish to access or use the Platform, such access or use may be made by Your legal guardian or parents on the Platform. Image reserves the right to terminate such use and/ or refuse to provide You with access to the Platform if it is brought to Image's notice or if it is discovered that You are under the age of 18 years.

3. Your Account, User Information and Paid Subscription

3.1 Your Account & User Information: You understand that You will be able to access the Content on the Platform after completing the required login process. You agree that the information provided by You to create an account on the Platform is legal, valid, accurate, up-to-date and belongs solely to You and can be authenticated by Image. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

You agree that you are solely responsible for the activity that occurs under your account. Please keep your account password confidential and use such an account for strictly personal purposes only.

We reserve the right to disable your user account, and remove or disable your access, at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third-party rights, or violate any applicable laws or regulations. Contact us at [grievance.officer@Image Advertising Service LLP.in](mailto:grievance.officer@ImageAdvertisingServiceLLP.in) with your truthful, clear and valid reason for such appeal.

3.2 Paid Subscription: We may offer certain optional subscription Services based on the User's acceptance of these and other appropriate terms and conditions. Upon User acceptance, We reserve the right to charge subscription and /or membership fees based on the specific optional Service selected by the User. When you purchase a subscription, you must provide us with complete and accurate payment and other information required by the payment gateway provider/ payment system processor. By submitting payment details, You promise that you are entitled to purchase a subscription using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your paid subscription-based Service on the Platform. We use third party payment gateway services for receiving payment from Users for its subscription-based Services.

(i) Subscription Contract: For our subscription-based Service, We shall endeavour to process your subscription promptly but we do not guarantee that your subscription will be activated by any specified time. By submitting your payment and other subscription details, you are making an offer to us to buy a subscription. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point we will provide you with access to your subscription. We reserve the unfettered right to reject any offer made by its Users, at its discretion, for any or no reason. We may revise the Subscription Fees from time to time, Users are hereby requested to periodically review the pricing structure on the aforementioned link. Please refer to the subscription offer page for details.

(ii) Pricing: The subscription price for our subscription-based Services will be made clear to you on our sign-up pages or otherwise during the sign-up process for the relevant Services on Platform and location of such details on Platform may vary from time to time. In order to avail our subscription-based Services, You hereby agree to pay the fees at the rates notified to you at the time you purchase your subscription. Subscription to premium Services on Platform is generally of daily, weekly, monthly or of annual frequency as examples. For certain subscription-based Services offered by Us. We however, may choose to offer fixed term or fixed payment frequency offers from time to time to Users. Eligibility for any coupons/discounts is ascertained at the time of your subscription and cannot be changed during the term and subsistence of your subscription and is per sole discretion of Image. We will always tell you in advance of

any increase in the price of your subscription and offer you an opportunity to cancel it if you do not wish to pay the revised price.

(iii) **Taxes:** Subscription and access to subscription-based Services fall under the purview of applicable Tax laws of India. Taxes are applicable for consumption of content on the Platform and other Services of Company for Users based in India and outside the country. Unless otherwise indicated, prices stated on Platform are inclusive of applicable taxes, including but not limited to Goods and Services Tax (GST) or other applicable taxes

(iv) **Pricing errors:** User hereby agrees and acknowledges that contents on Platform may become subject to technical glitch and/or errors including but not limited to price list, subscription details etc. If we incorrectly or due to a technical glitch or error state a price to you whether online or otherwise, we are not obliged to provide you with a subscription at that price, even if we have mistakenly accepted your offer to buy a subscription at that price, and we reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the subscription-based Service without any obligation to us and we will refund you any money you have paid us in full, or you may pay the correct price. If you refuse to exercise either of these choices, then we may cancel your access to our subscription-based Services and will refund you any money you have paid us in full. Company always endeavours to act in good faith in determining whether a genuine pricing error has occurred or not.

(v) **Other costs:** In addition to any subscription fees, you pay for our subscription based Services, you are responsible for paying any internet connection or other telecommunications charges that you may incur by accessing the Services and/or subscription based Services. For example, if you use any of our mobile services then your network operator may charge you for data or messaging services.

4. Term and Termination

These Terms, and any posted revision, shall remain in full force and effect while you use the Platform and certain provisions may continue to apply even after termination.

4.1 You may terminate this Agreement by uninstalling or deleting the Platform at any time, for any reason. If you no longer want to use our Services again, and would like your account deleted, contact us at grievance.officer@Image Advertising Service LLP.in. We will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

4.2 We reserve the right to disable or terminate your user account, remove or disable any content you upload or share at any time, including if you have failed to comply with any of the provision of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or

violate any third party rights, or violate any applicable laws or regulations. Upon such termination or suspension, you may not access or use the Platform, and you agree that you will not attempt to re-register with or access the Platform through the use of a different member name or otherwise.

4.3 Effect of Termination. Termination of the Agreement, your account, or your access to or use of the Platform may include removal of access and barring further use of the Platform. Termination of this Agreement or your account also includes disassociation of your username, your password and, all related information, files and user content associated with or inside your account (or any part thereof), including your user content. On termination of this Agreement, all of Your profile Content and other information may be deleted. However, certain details are maintained with us for archival and legal purposes. Irrespective of your termination, the Content liability shall continue with the User at all times. Upon termination of the Agreement, your right to use the Platform, including mobile software will automatically terminate. Image will not have any liability whatsoever to you for any suspension or termination, including for deletion of your user content. Image will hold and use the content/data as long as required and/or permissible under local laws. All provisions of the Agreement which by their nature should survive shall survive termination of this Agreement, including without limitation, warranty disclaimers, governing law, and limitations of liability.

4.4 Image reserves the right to change these Terms from time to time. If You do not agree to any such changes, You have the discretion to discontinue from accessing, availing or using the Platform. Continued access or use of the Platform following notice of any such changes will indicate Your acknowledgement of such changes and You will be bound by such revised Terms.

5. Communications

When You use the Platform or send emails or other data, information or communication with Image, You agree and understand that You are communicating with Image through electronic records and You consent to receive communications via electronic records from Image periodically and as and when required. Image may communicate with You by email provided by You in Your communications or at the time of registration or by any other mode of communication, electronic or otherwise. However, Image does not assure any confidentiality or security of information provided to Image from Your side.

6. Your License and Use of the Platform/Services

6.1. Subject to the Terms and Conditions Image hereby grants You only a limited, non-transferrable, non-exclusive, revocable license to make personal and non-commercial use of the Platform.

6.2. Services offered by Image through the Platform, may require prior registration by the User. To gain access to the Services, You will be required to create an account by completing the registration process. As part of such a registration process, You will be

required to provide Us with current, complete and accurate information pertaining to such details as prompted by the applicable registration form. You will also be required to choose a unique password and a user name, which shall be entered by You every time You wish to gain access to the said Services. You shall not be entitled to gain, and shall not facilitate, access to the Platform through a single account and password, by multiple users on a network. You agree and understand that We do not permit any part of the Platform being cached in proxy servers. You are entirely responsible for maintaining the confidentiality of Your password and account. You agree that you are solely responsible (to us and to others) for the activity that occurs under your account. When creating an account, you must provide accurate information about yourself and create only one account for strictly personal purposes.

6.3 You shall not share your account information and password with others or use anyone else's account. You are entirely responsible for any and all activities that occur under Your account. You agree to notify Us immediately of any unauthorized use of Your account or any other breach of security. In such an event, we shall do Our best to help you recover your account; however, we cannot guarantee that Your account will be restored, or the content contained therein will be recovered. We will not be liable for any loss that You may incur as a result of unauthorized use of Your password or account. However, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password.

6.4 Registration through Facebook: You may also register for the Services by using your Facebook username and password ("Facebook Connect"). If, however, you are under 18 years of age, you may log in to the Services using Facebook Connect and utilize the Services only under the supervision of your parent or legal guardian. Using Facebook Connect allows us to personalize and enhance your experience while using the Services, based on your personal information, profile, likes, and other relevant information. When you use this feature, you expressly consent to information about your activity on the Services. You may control the information being shared through Facebook Connect by changing your account / privacy settings. You shall be solely responsible for using this feature and any related compliances with terms of your Facebook account. By registering through Facebook, you agree to the terms stated herein and in addition to any other specific terms which shall be posted at an appropriate location of the Platform. Each registration is for a single individual user only.

6.5 Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms;
- carry out any activity during the access or use of our Services which is unlawful, misleading, discriminatory or fraudulent in any way.
- make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any

portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;

- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way:
- files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
- any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;
- any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
- any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;

- any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
- any material that contains a threat of any kind, including threats of physical violence;
- any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or

In addition to the above, your access to and use of the Services must, at all times, be compliant with Our Community Guidelines.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms, or otherwise harmful to the Services or our users. Our automated systems analyze your content to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

6.6 The Platform is licensed, not sold, to You, even after installation on Your devices. Image may assign this License Agreement or any part of it without restrictions. You are not allowed to assign, transfer or sub-license Your rights under this license, to any third party.

7. Intellectual Property Rights and License

7.1 Your use of the Platform is, and at all times shall be, governed by and subject to the laws regarding copyright, trademark, patent, and trade secret and use of intellectual property. You shall abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by Your use of the Platform through Your device. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights. For use of any third party's intellectual property, You may need to get permission directly from the owner of the intellectual property.

7.2 Our IP: All trademarks, brands and service marks of the Platform are the property of or licensed to Image. Image owns all of the copyrights and database in relation to the Platform. The content included on this website, including, but not limited to the Image reports, text, graphics, logos, icons, and images is the exclusive property of Image and

other respective owners that have granted Image the right and license to use such property and is protected by Indian copyright laws. All trademarks, service marks, and trade names are proprietary to Image or other respective owners that have granted Image the right and license to use such marks. The Platform and any underlying technology or software used in connection with the Platform may contain rights of Image or its business associates, affiliates or any third party. The Platform is licensed, not sold, to You, even after installation on Your devices. Image may assign this license agreement or any part of it without restrictions. You are not allowed to assign, transfer or sub-license Your rights under this license, to any third party.

7.3 Any intellectual property which is not specifically mentioned to be owned by Image is owned by their respective owners and the owners have a right to take appropriate actions against You for any violation, infringement or passing off.

8. Content Distribution

8.1 You understand and agree that Image has an exclusive, worldwide, royalty free, perpetual, unlimited and unrestricted license to make copies of, communicate to the public, broadcast, and make available the Content on the Platform for both commercial and non-commercial purposes. You understand and agree that the licensing rights granted to Image extends to the intellectual property rights (including but not limited to copyright, trademark, designs and patent) subsisting in the content created by You on the Platform.

9. Third Party Content

9.1. The content posted on the Platform may be sourced from Content providers. Image holds no control with respect to the content, and does not warrant the correctness, validity or legality of the Content. Image expressly disclaims all warranties and shall not be liable for any violations under civil or criminal law. Image is not responsible for any third-party Content, applications, services, advertisements, and/or links that may be contained in the Platform.

9.2 The Platform may provide access to third-party games, quizzes, and other such activities requiring skill, for which prizes may be awarded by the concerned third-party. Image does not own or control these third-party games or other activities, and does not control or undertake any liability for declaring results or awarding prizes.

9.3 If You have any complaints or concerns regarding third-party Content or third-party activities on the Platform, You agree to report your complaints through the takedown process. You further agree and acknowledge that Image will handle Your complaints in accordance with its Takedown Policy and the applicable law.

9.4 You shall not copy reproduce, republish, upload, post, publicly display, encode, translate, transmit, download or distribute the Platform or any Content in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise. Image shall have all the rights to take necessary action and claim damages in case of any violation. Such action may also involve terminating Your permission to use the Platform by deleting Your Account.

9.5 You may use general information about the Platform expressly permitted, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such Content only for Your personal, non-commercial informational purpose unless agreed otherwise through an agreement and do not copy or post such Content on any networked computer or broadcast it in any media, (3) make no modifications to any such Content, and (4) do not make any additional representations or warranties relating to such documents.

9.6. The following terms are applicable to Content made available through YouTube API Services

9.7 Content accessed and made available on the Platform through the YouTube API Services has been auto aggregated using the API Services, and Image Advertising Service LLP is not in any manner involved in the creation, editing or selection of the Content. If you view or click on such Content, You acknowledge and understand clicking on the content will redirect You to the original publisher's YouTube channel/page. Except where specifically authorised, You are restricted from modifying, copying, reproducing, republishing, uploading, posting, transmitting or distributing in any way any Content from YouTube displayed on this site including code and software.

9.8 You agree that the external links provided along with the YouTube generated Content do not constitute an endorsement or approval by Image of any such Content or the original publisher, including but not limited to a corporation or organization or individual. Image bears no responsibility or liability for the Content or legality of the YouTube channel or page or for that of subsequent links. Please contact YouTube directly for any queries or complaints regarding its Content.

10. Representations and Warranties

10.1. This Platform and the Content under it are provided by Image "as is" and on an "as available" basis and Image and its affiliates (including Image Infotech), and their officers, directors, employees, and agents make no warranties and hereby disclaim any express or implied warranties, including, but not limited to, the implied warranties (collectively, "warranties") of merchantability and fitness for a particular purpose are disclaimed. In no event shall Image be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort

(including negligence or otherwise) arising in any way out of the use of this Platform, even if advised of the possibility of such damage.

10.2. You agree that Your use of the Platform shall be at Your sole risk. To the fullest extent permitted by law, Image disclaims all warranties, express or implied, in connection with the use of the Platform.

10.3. Image makes no representations or guarantee that the Platform will be free from loss, destruction, damage, any unauthorized access to or use of Image's secure servers and/or any and all personal information and/or financial information stored therein, corruption, attack, any interruption or cessation of transmission to or from the Platform, any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any of the Content accessible via the Platform. Image does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and Image will not be a party to or in any way be responsible for monitoring any transaction between You and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You should use Your best judgment and exercise caution, interference, personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the Platform, hacking, or other security intrusion, and Image disclaims any liability relating thereto.

10.4. Image makes no guarantees, representations, or warranties that use or results of the use of the Platform will be accurate, timely, reliable, uninterrupted, or without errors. Without prior notice, Image may modify, suspend, or discontinue any part or all of the Platform or Your use of the Platform. In such event, Image or its affiliates (including Image Infotech) will not be liable to You or any third party.

10.5. Image makes no guarantees, representations, or warranties that Content accessible through the Platform by the User or the links provided by third parties will be free of viruses or similar contamination or destructive features. You agree that You assume all risk as to the quality and performance of the Platform and the accuracy and completeness of the Content.

10.6. You understand that You may encounter offensive, indecent, or other objectionable content while using the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Platform, and that the recipient may use such information to harass or injure you. Image does not approve of such unauthorized use, but by using the Platform You acknowledge and agree that Image is not responsible for any such illegitimate use of any personal information obtained by others.

11. Privacy

You understand and accept that all the user information collected by Image may be shared and distributed with Image's business associates (including but not limited to partners, advertisers, contractors, etc.) and affiliates. For more details, please refer to our Privacy Policy which is incorporated herein by reference.

Image may collect some of Your personal information and data while accessing, availing and/or using the Platform. Such information collected is only attributed to the functionality of the Platform and for no other purpose whatsoever. You may read Image's Privacy Policy by visiting the following link:

We take the protection of your privacy very seriously, and hence we accord all information related to your account with the high standards of data protection and security measures as mandated under the Information Technology Act 2000 and the rules thereunder. Our current Privacy Policy is available here.

12. Disclaimers

12.1. THE PLATFORM, ITS FEATURES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND "WITH ALL FAULTS".

12.2. Your correspondence or business dealings with, or participation in promotions of, advertisers or activity providers found on or through the Platform, including payment and delivery of related products or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser or activity provider. Image shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or activity providers on the Platform.

12.3. Image 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. Indemnity

13.1. You hereby agree to indemnify, defend and hold Image and its affiliates, business associates (including Image Infotech), and their officers, directors and employees, harmless from and against any and all damages, liabilities, costs and expenses, including attorney's fees and expenses, arising out of, incident to, or resulting directly or indirectly from the use of the Platform in a manner inconsistent with this Terms. Notwithstanding its reasonable efforts, Image and its affiliates (including Image Infotech) cannot take responsibility or control the Content made for access through the Platform.

14. No Liability

14.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGE OR ITS AFFILIATES, BUSINESS ASSOCIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE PLATFORM AND ANY LOSS OR DAMAGE ARISING OUT OF OR IN RELATION TO ACTS OF GOD OR ACT OF THIRD PARTY THAT IS BEYOND THE CONTROL OF IMAGE OR ITS AFFILIATES.

14.2. IMAGE OR ITS BUSINESS ASSOCIATES, AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE FOR ANY DATA PROVIDED BY THE USER OR ANY VIOLATION OF THIRD-PARTY RIGHTS OF WHATSOEVER NATURE, ARISING OUT OF OR IN ANY MANNER RELATED TO THE USE OR INABILITY TO USE THE PLATFORM.

15. Law, Jurisdiction and Arbitration

15.1. The construction of these Terms shall be determined in accordance with laws and rules in force in India and shall be subject to the exclusive jurisdiction of the Courts in Bangalore and no other court.

15.2. All disputes arising under or in relation to this Terms shall be referred to arbitration before a sole arbitrator. If the Parties fail to agree on the appointment of a sole arbitrator within the time stipulated under the Indian Arbitration and Conciliation Act, 1996 (the "Act") the Parties shall approach the competent Court under the Act for appointment of the Sole Arbitrator. The Arbitration proceedings shall be carried out in accordance with the Act and the Rules framed there under and the place of Arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English. The arbitrator's award shall be final and undisputable by both Parties.

16. Severability

If any provision in the Terms become invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from the Terms and the remaining provisions of the Terms shall not, so far as possible, be affected by the severance.

17. Waiver

The failure of Image to enforce at any time any of the provisions of this Terms shall not be construed to be a waiver of its right, power, privilege or remedy or as a waiver of any preceding or succeeding breach on Your part to this Terms nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further

exercise of such or any other right power privilege or remedy provided in this Terms all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to Image at law or in equity.

18. Force Majeure and Act of Third Parties

The performance of any part of this Agreement by Image and its business associates, affiliates shall be excused on account of Force Majeure events (including but not limited to act of god, public enemy, epidemics declared as pandemics, revolt, strikes, riot, terrorist attack, fire, flood, war, typhoon and any regulation of the government or order of any competent statutory or judicial authority or of any government), or any other cause beyond the reasonable control of Image, or act of any third party beyond the control of Image including but not limited to hacking, data theft, unauthorised access to User account, impersonation, fraud, misrepresentation and so on.

19. Modification to these Terms

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. You acknowledge and agree that it is Your responsibility to review these Terms periodically and become aware of modifications. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If You disagree to any of the changes to the Terms, please refrain from accessing or using the Platform. Your continued access or use or availing of the Platform following the posting of revised Terms will indicate Your acceptance and acknowledgement of the changes and You will be bound by it.

20. Survival

These Terms, and any modifications, alterations or amendments to, shall remain in full force and effect while You use the Platform and the provisions related to Intellectual Property, Representations and Warranties, Liability, Indemnity, and all other provisions which by their nature survive the termination of the Agreement shall continue to apply even after termination of this Agreement.

21. Notices and Take Down Process

21.1 Notice is specifically given that Image is not responsible for the Content or Advertisements accessible through the Platform. Image reserves the right in its sole discretion to remove and/or disable access to Content claimed to infringe third-party

rights and/or terminate the accounts of the Users of the Platform who may infringe upon intellectual property or other rights of Image and/or other third-parties. Image's policy on taking down content based on user requests in accordance with the law may be accessed [here](#).

21.2 Any person/entity who is aggrieved by the content or advertisement published on the Platform may file a complaint against such content or advertisement. The legal heir, agent or attorney of the aggrieved person/entity may also file a complaint against such content or article. If the complaint does not fall under the ambit of a crime, then an unrelated person/entity, who has no interest in or is not aggrieved by the content or the advertisement cannot file a valid complaint against the content or the advertisement. If you are an agent or attorney of the aggrieved party, then you are required to submit documentary proof, establishing your right to file a complaint on behalf of the aggrieved party.

21.3 If you are filing a complaint against content, you are required to provide the following information:

- Your interest in filing a complaint
- Nature of the Complaint
- Details of the content/advertisement against which the complaint is filed (title/date of publication/publisher/link to the content)
- Relation of the aggrieved party with the content/advertisement
- Accurate facts about how the grievance is caused
- Remedies you are seeking
- Details of the complaint (explanation of the grievance)
- Details of the person filing the complaint (you)
- Details of the Aggrieved party
- Communication Details
- Documentary proof, if applicable

All notices to Image hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or facsimile to the following Address or emailed to the following email id: info@imageservices.in.

Grievance officer

Mr. Vicky Singh

Email: info@imageservices.in.

301,Gajanan Apartment, Near Maruti Mandir, Diva Station Road, Diva West, Thane – 400612, Maharashtra , India