

User Agreement

This Agreement grants a non-exclusive and non-transferable license to download, access and use the mobile or desktop application or website, namely Image Advertising Service LLP (“Image Advertising Service LLP” or “Platform”) that acts as an intermediary enabling technology allowing You, the user(s), to access various content. Image Infotech Pvt. Ltd. holds no responsibility or liability for any content accessible by you through the platform.

Please read carefully before completing the installation process and before accessing or using the application. By downloading, installing and using the application, You agree to accept the terms of this agreement. By installing and/or using the application, You confirm and agree to be bound by the terms of this Agreement. If you do not agree to be bound by these terms, then please do not install and/or use the Platform.

This User Agreement (“Agreement”) is entered into between You (“User(s)” or “You”), and Image Infotech Pvt. Ltd. (“Image”). For the purpose of this Agreement, any reference to Image shall include its affiliates, subsidiaries and sister concerns.

Party shall mean either the User(s) or Image based on the context and Parties shall mean both User(s) and Image respectively.

WHEREAS, Image owns and manages the Platform (defined hereinafter) which provides the User(s) access to content aggregated from various third-party content providers;

WHEREAS, User(s) wish to access, use and avail the published content on the Platform and agree to the terms set forth in this Agreement.

NOW THEREFORE, the User(s) and Image hereby agree as follows

1. Definitions

1.1. “Confidential Information” shall mean any information, including but not limited to processes, methods, systems, business information, technological information, sales information, client information, which is deemed confidential by Image, and is disclosed to the User(s) in any manner.

1.2. “Intellectual Property” refers to any invention, creation, work, algorithm, source code, object code or other code, design, Confidential Information, Product and so on which have been acquired, or in the process of being acquired, or capable of being acquired as patent, copyright, trademark, trade secret, or any other type of Intellectual Property

1.3 "Content" refers to any and all content aggregated from third-party providers, including news articles, videos, images, comments and advertisements.

2. Terms and Conditions

2.1. Image hereby grants You a Non-Exclusive, non-transferable and limited License to access and use the Platform on mobile phones, portable devices, or any other technology.

2.2. You agree, undertake and confirm that You are only permitted to use the Platform for accessing the Content.

2.3. Image provides You the option to search and select the Content accessible through the Platform, but does not warrant the correctness, authenticity, or validity of the content.

2.4. The Platform may be accessed free of charge, or in any other manner determined by Image from time to time. Provided however that in order to access the latest Content, You are required to have access to an uninterrupted internet connection.

2.5. You hereby agree and acknowledge that nothing contained in this Agreement constitutes an obligation on the part of Image to offer or provide Content as mentioned herein. Image may at its sole discretion disable access to the content without any notice.

2.6. You hereby acknowledge and concede that the use, access and availing the facilities of the Platform shall also be governed by the Terms and Conditions, Content Policy and Privacy policy of Image. You hereby agree that you shall be bound by the Terms and Conditions and Privacy Policy and shall act in accordance with the said documents.

2.7 While posting content to the Platform, You hereby agree and acknowledge that you shall strictly adhere to the provisions relating to User Generated Content in the Dally Hunt Terms and Conditions.

3. Activities not permitted

3.1. You hereby agree, undertake and confirm that use of the Platform shall be subject, including without limitation, to the following conditions:

3.1.1. You shall use the Platform through its installation only in a single mobile or computer device at a time.

3.1.2. You shall not illegally download/save the Content accessed through the Platform at any given time.

3.1.3. You shall not attempt to Reverse Engineer, Decompile or Descramble or use the Platform in any manner to understand the process, structure or working of the Platform or to otherwise reduce the Platform to a human perceivable form.

3.1.4. You shall not modify, network, rent, lease, loan, sell, distribute or create derivative works based upon the Platform in whole or in part. You shall not at any time make the Platform available to multiple users through any networking, terminal access, downloading, internal time sharing or similar arrangement or otherwise.

3.1.5. You shall not collect or harvest or attempt to harvest or collect personal data of other users who are using the Platform. You shall not transmit any viruses, worms, defects, Trojan horse, cancel bots, spyware, other items of a contaminating or destructive nature, denial of service attacks, adware, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology harmful code, flood pings, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform, or which does or might restrict or inhibit any third-party user's use and enjoyment of the Platform.

3.1.6. You shall not alter or remove, attempt to alter or remove any trademark, copyright or any other proprietary or legal notices contained in, or appearing on, the Platform or any other contents appearing on the Platform. You shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, content, music, text, page layout, or form) of Image and its affiliates. You may not use any meta-tags or any other "hidden text" utilizing the name or trademarks of Image or its affiliates.

4. Ownership

4.1. You hereby agree, undertake and confirm that all right, title and interest in the Platform is retained by Image and that this Agreement only licenses your use of the Platform subject to the terms and conditions of the Agreement. You hereby confirm that this Agreement does not amount to transfer of any proprietary property by Image to You, and that all right, title, and interest in the property continues to vest with Image.

5. Intellectual Property

5.1 The copyright, trademark, patent or other intellectual property rights in the contents of the Platform (including, without limitation, all designs, logos, names, text, sound recordings, music, images, graphics, video and links) are licensed to operated by Image or the respective third-party entities as identified on the Platform. No license or right is granted, and use of the Platform therein shall not constitute by implication, estoppel or otherwise, any license or right of use. As such, You shall not reproduce, transmit, republish, upload, post, perform, broadcast, adapt, parody, distribute, display, license and/or alter in whole or in part any of the foregoing in any manner without the express permission of Image.

5.2 You shall not download or encourage others to download copyrighted works, trademarks, or other proprietary information without obtaining the prior written consent of the owner of the Intellectual Property. In the event of infringement, Image may on its own sole discretion to take necessary steps to remedy the same.

6. Confidentiality

6.1. You hereby agree that You shall not disclose any confidential information to any third party about the Platform or Image which You have come into possession by virtue of downloading, installing, accessing or using the Platform, or in any other manner. You also agree that in any event, if such confidential information is disclosed by User(s) in violation of this Agreement, Image may on its own sole discretion, terminate this Agreement by deleting Your Accounts, without any notice to You, or to take any other legal measure which is considered reasonable and legitimate.

6.2. In the event You are aware that the Confidential Information is passed to any third party, You shall immediately inform Image regarding the same.

7. Representations and Warranties

7.1. The Platform and information on it are provided by Image “as is” and on an “as available” basis and Image and its affiliates, 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. In no event shall Image or its affiliates be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, 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.

7.2. The content accessible by You through Your use of the Platform includes materials that belong to third parties. You acknowledge that Image assumes no responsibility for such content.

7.3. Image makes no representations or guarantees that the Platform will be free from any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our 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 contents accessed by You through the Platform.

7.4. Image does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the use of the Platform 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 best judgment and exercise caution, interference, personal injury or property damage, of any nature whatsoever, resulting from the access to and use of the Platform, hacking, or other security intrusion by You , and Image disclaims any liability relating thereto.

7.5. Image makes no guarantees, representations, or warranties that use or results 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 will not be liable to You or any third party.

7.6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGE OR ITS AFFILIATES 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.

8. Advertisements & Third-Party Content

8.1. You hereby agree, undertake and confirm to receive advertisements through use of this Platform.

8.2. Image may provide access to third party websites on its Platform. Image is not responsible for any third-party content, including but not limited to texts, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork or applications, services, advertisements, and/or links that may be contained in the Platform.

8.3 Image may provide access on its Platform 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.

8.4 If You have any complaints or concerns regarding third-party content or third-party activities on the app, 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. Privacy

9.1. While You are accessing, availing and/or using the Platform, Image may collect some of Your personal information and data. Such information is only collected with respect to various activities relating to the Platform and for no other purpose whatsoever. You may read Image's Privacy Policy for more information.

10. Governing Law, Jurisdiction and Arbitration

10.1. The Agreement shall be governed by the laws for the time being in force in the territory of India and the Courts in Bangalore alone shall have exclusive jurisdiction on the matters concerning this Agreement.

10.2. All disputes arising under or in relation to this Agreement may 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.

11. Term & Termination

11.1. This Agreement shall commence on the date You install and accept the agreement and shall remain in full force and effect while You use and access the Platform.

11.2. You have the right to terminate this Agreement by deleting or uninstalling the Platform at Your sole discretion.

11.3. You hereby agree that Image reserves the right, in its sole discretion, to terminate this Agreement by deleting the Your user Account, without any notice to You, for any reason that may also include violation of any terms of the Agreement by You.

11.4. On termination of Your account, any and all user content, information existing in Your account or any and all activity from Your account shall be irretrievably deleted. However, certain details shall be maintained with Image for archival and legal purposes.

11.5. Both Parties hereby agree, undertake and confirm that provisions relating to Intellectual Property, Confidentiality, Representations and Warranties, Indemnity, Liability, and other provisions which by nature survive the termination of the Agreement shall survive the expiration or termination of the Agreement.

12. Disclaimer

THE PLATFORM AND ALL CONTENT ACCESSIBLE THROUGH THE PLATFORM, ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS".

13. Indemnity

You hereby agree to indemnify, defend and hold Image and its affiliates 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 Agreement. Notwithstanding its reasonable efforts, Image cannot take responsibility or control the Content accessed by You through the Platform.

14. No Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGE OR ITS AFFILIATES 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.

15. Severability

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

16. Waiver

The failure of Image to enforce at any time any of the provisions of this Agreement 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 Agreement 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 Agreement 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.

17. Force Majeure And Act of Third Parties

The performance of any part of this agreement by Image and its affiliates shall be excused to the extent that such performance is hindered, delayed, or made impractical by flood, fire, war, or riot 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.

18. Modification

18.1 You hereby agree, undertake and confirm that Image reserves the right to update, modify or suspend any part of this Agreement and/or Privacy Policy and/or Terms and Conditions from time to time. Such revised Agreement and/or Privacy Policy and/or Terms and Conditions shall be effective from the date of such update or modification or suspension. You hereby agree, undertake and confirm that Image is not under any obligation to notify You about any changes, modifications made in the Agreement and/or Privacy Policy. It shall be Your responsibility to regularly review the Terms and Conditions and/or Privacy Policy and/or Terms and Conditions for updates if any. If You disagree with any of the changes to the Agreement, You can refrain from accessing or using the Platform by uninstalling the Platform. Your continued access or use or availing of the Platform following the changes in the Agreement and/ or the Policies (including Privacy Policy, Terms and Conditions and Content Policy) will indicate Your acceptance and acknowledgement of the changes and You hereby agree, undertake and confirm that You shall be bound by the revised Agreement and/or the Policies.

For more information, please contact:

Image advertising service LLP

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

info@imageservices.in

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signature.

I have read and understood the Terms and Conditions and I hereby, out of my free will, unconditionally accept to be bound by the same.