

TERMS OF USE

The users ("User" or "Users") must carefully read and understand these Terms of Use (hereinafter referred to as "Terms") before downloading, installing, browsing, registering with and using the software application through the website, www.namaste.in and/or through its mobile application, Namaste Chat and its related services, 'Namaste' (collectively "Namaste") which is owned and operated by Namaste Online Private Limited ("Company").

These Terms as well as the Privacy Policy and all other applicable laws and regulations govern the User's access and use of Namaste. By using, accessing, downloading and registering with Namaste, the user agrees to be bound by these Terms.

In case of an organization, legal entity, group or any department of Government (collectively "Organization"), that the User represents or works for, he/she shall warrant that he/she has the authority to legally bind his/her Organization and that such Organization which he/she represents will be bound by the obligations and restrictions of these Terms. Any and all references herein to the phrases 'User' or "him/her" or "his/her" in such context will include the User's Organization that the User represents.

If the User does not agree to bound by these Terms or lacks the authority to bind his/her Organization he/she represents to these Terms, then he/she shall not access, avail, download, use or register with Namaste. Further, User will also be subjected to any additional terms applicable to certain other services that may be posted either here or on such services, from time to time, including, without limitation, the Privacy Policy.

1. Namaste and its Services:

Namaste is a unique software application which acts as an intermediary and provides its Users with the following services under one platform (collectively as "Services").

(i) Chat room through which User can communicate with his/ her friend(s) privately or in groups in any vernacular language of User's choice;

(ii) Communication Channels through which Users socially network with other groups or users and participate in various online events, promotions, competitions, polls conducted; and

(iii) This App uses an intermediary and/or enabling technology that categorizes Contents from various sources and allows Users to explore, search access, view and share the Contents with third parties based on the categories mentioned above. Apart from this it also provides the following services:

2. Who can use Namaste?

Any person will be eligible to use the Services by registering with Namaste, if and only, he/ she:

(i) Has completed the legal age of 18 years. However, if the law requires that he/ she can be younger than the prescribed limit above in order for Namaste to lawfully provide the Services, then the legal age is such younger age. Notwithstanding anything, the Services are not for use by anyone under the age of 14 years unless with their parental guidance;

(ii) is eligible to enter in to a legally binding contract;

(iii) is an Indian citizen or resident; and

(iv) is not barred by any applicable law for the time being in force.

3. Registering with Namaste:

3.1. User agrees and acknowledges that, in order to access and use Namaste, he/ she has to register with Namaste and provide certain personally identifiable information, at the time of registration, pursuant to which the User shall have access to certain features of Namaste. User acknowledges that in order to provide enhanced Services, Namaste may periodically access contact list and/or address book and other applications installed in the User's device(s) to find and keep track of phone numbers and/or email addresses of the contacts or other stakeholders using Namaste and get interlinked with the available features of the User's device. User hereby gives express consent for such access.

3.2. User shall be solely responsible for maintaining the confidentiality of the username and password, and for all activities that happens in his/ her account. User agrees to:

(a) notify the Company immediately of any unauthorized use of his/ her account with Namaste or any other breach of security; and

(b) ensure that he/ she logs off from the account at the end of each session, if User are accessing Namaste through a shared device or computer. The Company will not be liable for any loss or damage arising from User's failure to comply with this clause.

3.3. User further represents and warrants that:

(i) He/ she are neither a competitor of the Company nor using the Services for reasons that are in competition with the Services of Namaste;

(ii) He/ she are entitled to submit the information with Namaste and that such information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights;

(iii) He/ she will maintain the accuracy of such information at all times;

(iv) Use of the Services does not violate any applicable law;

(v) He/ she will not provide any false personal information, or create an account for anyone other than himself/ herself without permission;

(vi) He/ she will not create multiple accounts in the same name or under different fictitious names;

(vii) He/ she will not share his/ her permanent and temporary log-in credentials or do anything else that might jeopardize the security of his/ her account and other's account.

4. Restriction of the use of Namaste:

User shall not:

(i) Remove or copy any copyright, trademark or other proprietary notices from any portion of Namaste;

(ii) Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit Namaste except as expressly permitted by the Company;

(iii) Decompile, reverse engineer or disassemble Namaste except as may be permitted by applicable law;

(iv) Link to, mirror or frame any portion of the Services;

(v) Access Namaste through a code, program or procedure either singly or repetitively with an intent to bypass safeguards built-into Namaste or to crash the application server.

(vi) Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the mobile application or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;

- (vii) Attempt to gain unauthorized access to or impair any aspect of Namaste or its related systems or networks or Services;
- (viii) Attempt to interfere with service to any other registered user, host or network, including, without limitation, via means of submitting a virus to Namaste, overloading, "flooding", "spamming", "mail bombing", "hacking" or "crashing" etc;
- (ix) Stalk or harass or abuse any other registered users of Namaste;
- (x) Infringe any intellectual property or other proprietary rights of any third party;
- (xi) Act in an unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable manner;
- (xii) Create profiles or provide content that promotes escort services or prostitution;
- (xiii) Copy or use the information, content or data of others available on Namaste (except as expressly authorized);
- (xiv) Imply or state that User is affiliated with or endorsed by Namaste without our express consent; or
- (xv) Override any security feature of the Services.

5. Intellectual Property Rights:

5.1. Company's Property. User acknowledges and agrees that the Company or Company's licensors or such other third party owns all legal rights, titles and interests in and to Namaste and its Services, including any intellectual property rights which subsist in Namaste, its content and Services, whether those rights happen to be registered or not, and wherever in the world those rights may exist. Further, the Company grants User a non-exclusive, revocable, non-transferable and limited license to access and use the Services on User's personal device as made available through Namaste. The Company may, from time to time, update or modify the features of Namaste, release new versions, create new modules related thereto, each of which may, at the Company's discretion, be included within the license granted above or discontinue, temporarily or permanently, the Services or any part thereof. User shall not be permitted to sublicense or transfer any of User's rights hereunder including without limitation, access to Namaste through the respective login credentials authenticated for a particular User. Unless agreed otherwise in writing with the Company, nothing in the Terms gives User or any third party a right to use any of Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

5.2. Third Party Content: Namaste brings to its Users aggregation and customization of new and content from plurality of third party sources ("Third Party Content"). The content provided by third-party services may be subject to copyright. User agrees not to violate any rights of third-party publishers and keep their usage within fair use. Under no circumstances will Company be liable in any way for any content hosted by third parties or at the direction of Users, including, but not limited to, for 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 content uploaded or transmitted through Namaste. User agrees that he/ she shall evaluate and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

6. Publishing of User Content:

6.1. The User Content that a User shares may be seen by other registered users of Namaste or, if public, by visitors. Wherever the settings are available for the User Content, the Company will honor the choices a User makes about who can see the User Content and other privacy settings as available on Namaste. However, it is agreed by User that the Company is not obligated to publish any information or User Content on Namaste and can remove it at the sole discretion of the Company, with or without notice, upon receiving any notice for third party infringement.

6.2. The User further represents and warrants that he/she:

(i) owns or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all the proprietary rights in and to any and all of the User Content and intellectual property of them to enable inclusion and use of such User Content in the course of Services being provided on Namaste;

(ii) will not submit any User Content that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the User is the owner of such rights or have the permission from the rightful owner to share the material and to grant Company all of the license rights granted therein;

(iii) will not publish falsehoods or misrepresentation that could damage the Company or any third party, including, without limitation, loss of reputation, credibility, revenue;

(iv) will not post any User Content that is an expression of bigotry, racism or hatred based on age, gender, race, religion, caste, class, nationality and is in the nature of being derogatory, slanderous to any third party;

(v) will not post any User Content that has the potential to create unrest or law and order problem in sections of the society.

(vi) will not post any naked photos, pictures or sexually explicit caricatures of human beings; and

(vii) will not post inappropriate or sexually explicit contents on animals.

6.3. User understands and agrees that the Company may review any User Content posted on Namaste, and in case the Company finds, at its sole discretion, that User violates any of these Terms, then it reserves the right to take actions to prevent/control such violation, including without limitation, removing the offending User Content from Namaste and/or terminating the registration of User and/or blocking his/ her use of the Services. The Company shall also be entitled to investigate occurrences which may involve such violation and may take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting such Users when involved in such violations.

6.4. User acknowledges that in no event shall the Company be liable for any damages whatsoever whether direct, indirect, general, special, compensatory, consequential, punitive or incidental, arising out of or relating to the conduct of any User or anyone else in connection with the use of the Services. User also acknowledges that in any such event the Company shall also have the right to hold such defaulting party liable and initiate proceedings against such party in the courts and other appropriate forums.

7. Copyright Complaint: If any User or third party believes that his/ her work has been copied by anyone and uploaded on Namaste in a way which constitutes copyright infringement, publicity rights or violation of any intellectual property rights, we request to notify the Company of such claim at contact@namaste.in to enable it to take immediate action and refer to the Company's Intellectual Property Policy for more details.

8. Term and Termination:

8.1. These Terms shall remain in full force and effect unless and until User's account is terminated as provided herein. Any licenses contained in this Agreement will terminate automatically without notice if he/ she fail to comply with any provision of this Agreement.

8.2. The Company further reserves the right to terminate this Agreement or discontinue the Services provided through Namaste or any portion or feature thereof for any or no reason and at any time without liability to User.

8.3. User may also terminate this Agreement for any or no reason and at any time. Upon such termination for any reason, User shall cease to have access to Namaste. However, User agrees that User Content may be stored in the servers of Namaste even after termination to comply with the applicable laws. It is agreed that User's grant of non-exclusive, transferable, royalty free, sub-licensable and worldwide right and license to the Company, to use, copy, modify, distribute, publish and process the User Content that are already posted shall survive the termination of this Agreement.

10.4. The Company will not be liable for any costs, expenses, or damages as a result of the termination of this Agreement.

9. Additions and Alterations to Terms of Use:

9.1. The Company reserves the right to add to or alter these Terms from time to time, without intimation and each such modification shall be effective upon posting. These additions/alterations will not apply retroactively and will become effective from the date they are posted.

9.2. Additions may be in the form of supplemental terms which may apply to certain Services, such as policies for a particular feature and such supplemental terms will be disclosed to Users in connection with the applicable Service(s). Supplemental terms shall be deemed a part of the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

9.3. Continued use of the Services following any such modification constitutes User's acceptance to be bound by these Terms as so modified. It is therefore important that User reviews these Terms regularly. If User does not agree to be bound by these Terms and to abide by all applicable laws, User must discontinue use of the Services immediately.

10. Third Party Content:

10.1. Namaste may contain features and functionalities that allow access to third party content, including websites, data, information, content, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the internet as a whole. Any such activities, and any terms associated with such activities, are solely between the User and the applicable third party.

10.2. Please note that if User allows a third party app or site to authenticate him/ her or connect with his/ her Namaste account, that app or site can access information on Namaste related to such User and his/ her connections. Third party apps and sites have their own legal terms and privacy policies, and User may be giving others permission to use his/ her information in ways we would not. User should make whatever investigation he/ she may feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. User is solely responsible for their dealings with any third party, including the use of applications or services and the delivery of and payment for goods and services. If User has any problem resulting from use of any third party services, or suffer data loss or other losses as a result of problems with any of other service providers or any third-party services, the Company shall not be responsible for the same. The Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third party websites.

11. Advertisements: Namaste provides advertisements and/or other marketing content of third party even in the in-app browser when it is accessed for reader's view of the Content. Namaste does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Namaste or any hyperlinked website or featured in any manner or other advertising, and Company will not be a party to or in any way be responsible for monitoring any transaction between the user and third-party providers of products or services. If any owner of such Content which is being accessed through reader's view has any complaint about the commercials being published over his/ her Content in a way which constitutes copyright infringement or violation of any intellectual property rights, we request to notify the Company of such claim at [•] to enable it to take immediate action as per the Intellectual Property Rights Policy of the Company.

12. Disputes:

12.1. These Terms shall be governed by and interpreted and construed in accordance with the laws of Republic of India. User will resolve any claim, cause of action or dispute or claim arising out of or relating to these Terms including the Privacy Policy exclusively in the courts of law in Hyderabad, the State of Telangana, India.

12.2. If anyone brings a claim against the Company related to any User's actions, User Content, comments or information on Namaste, User agrees to indemnify and hold the Company harmless from and against all damages, losses, and expenses of any kind, including reasonable legal fees and costs, related to such claim. The Company shall also have the right to hold User or such other person liable for the damages, losses and expenses which the Company may incur and initiate proceedings in any appropriate courts or other forums for the material breach of these Terms by such User. Although the Company provides rules for User's conduct, the Company does not control or direct his/ her actions on Namaste and is not responsible for the User Content that is being transmitted or shared on or use in Namaste or for any of the User's actions using the Services. The Company is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable User Content any visitor may encounter on Namaste. The Company is not responsible for the conduct, whether online or offline, of the User.

13. Disclaimer and Limitation of Liability:

13.1. The Company is only acting as a repository of data, User Content, Third Party Content and those submissions made by a User and do not represent the views/ clarifications of the Company and Company makes no guarantee as to the validity, accuracy or legal status of any User Content and/ or Third Party Content. It is agreed by User that the Company neither endorses, nor promotes any of the views, ideas, expressions, postings, action of any of the Users, any third party or other information. The Company tries to keep Namaste, bug-free, and safe, but user agrees to use it at his/ her own risk. The Company is providing the services as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

13.2. The Company tries to protect user's data on Namaste, but User agrees to upload/keep his User Content and other data at his/ her own risk. The Company is not responsible for misuse of User Content or other data by another user or by a third party.

13.3. The Company does not guarantee that any Users' data will always be intact or that the data will not be erased or formatted. However the company shall take necessary precautions to the best of its abilities to safeguard users' data without being erased or lost.

13.4. The Company does not guarantee that Namaste will always be safe, secure or error-free or bug-free or that it will always function without disruptions, delays or imperfections.

13.5. The Company does not warrant that: (a) the Services will meet Users' requirements; (b) the Services will be uninterrupted, timely, secure, or error-free; (c) any information that User may obtain from Namaste will be accurate or reliable; (d) the quality of any products, services or other information obtained through Namaste will meet User's

expectations; or (e) any errors in any data or software will be corrected; or (f) that the Services will be merchantable and will not infringe upon any intellectual property rights.

13.6. The Company is not responsible for the actions, content, information, or data of third parties, and User agrees to release the Company, Company's directors, officers, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim User may have against any such third parties.

13.7. The Company will not be liable to Users for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with these terms of Namaste.

13.8. In certain jurisdictions, applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to such user. In such cases, the Company's liability will be limited to the fullest extent permitted by applicable law.

15.9. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, failure of communication on account of technical problems, or traffic congestion on the internet or at any website or combination thereof, including injury or damage to User or to any other person's computer related to or resulting from participating or downloading materials in connection with the web or in connection with the services provided by Namaste.

13.10. This limitation of liability is part of the basis of the bargain between User and the Company and shall apply to all claims of liability whether direct, indirect, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this agreement or the User's use of Namaste, company specifications, content, or other company products and services, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not User have been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose.

13.11. Namaste is controlled and offered by the Company from its facilities in India. The Company makes no representations that Namaste is appropriate or available for use in other locations. Those who access or use Namaste from other jurisdictions do so at their own volition and are responsible for compliance with local laws.

14. General:

14.1. These Terms along with the Privacy Policy make up the entire agreement between the parties regarding the use of Namaste and its Services, and supersedes any prior agreements or understandings.

14.2. If any portions of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect.

14.3. The Company's failure to require performance of any provision of these Terms, or to exercise any right provided for herein, shall not be deemed a waiver of such provision or such right.

14.4. Any amendment to or waiver of these Terms must be made in writing and signed by the Company.

14.5. All of the Company's rights and obligations under these Terms are freely assignable by the Company in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

14.6. Nothing in these Terms shall prevent the Company from complying with the applicable laws.

14.7. These Terms do not confer any third party beneficiary rights.

14.8. The Company reserves all rights not expressly granted to the User. It further reserves the right to limit User's use of the Services, including the number of connections,

curtailing storage space for User Content on the Namaste's cloud server and User's ability to contact other registered users of Namaste. The Company reserves the right to restrict, suspend or terminate User's account if it believes that User may be in breach of this Agreement or law or are misusing the Services.

14.9. The Company reserves the right to periodically delete at its discretion, the expired and dated data, including but not limited to chats, notifications, messages, event details, reviews, comments and other User Content.

14.10. If under any law, User is entitled or obligated to act contrary to these Terms, User's consent to provide the Company with a comprehensive explanation of the reasons for such act in writing at least 30 days before he/ she acts in such manner.