

TERMS OF SERVICE

1. Acceptance of Terms

- 1.1 In terms of information technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.
- 1.2 This document is published in accordance with the provisions of information technology regulations that require publishing the rules and regulations, privacy policy and terms of service for access or usage of the Website www.cloop.co.in / www.cloop.io and Mobile Application **Cloop**.
- 1.3 Your (which term shall be used interchangeably in this document with “User”, “You”, “Your”) use of the domain name www.cloop.co.in/www.cloop.io (henceforth “Website”) and the Application **Cloop** (henceforth “Application”) an online platform owned, managed and operated by Rewind Technology Private Limited (“Company”, “We”, “Us”, “Our”) a social media application, is subject to the following terms of service (henceforth known as “Agreement”) given below. The terms “Party” and “Parties” shall respectively be used to refer to the User and the Company individually and collectively, as the context requires. Your agreement with the Website/Application will always include, at a minimum, the terms and conditions set out in this document.
- 1.4 In order to avail the services offered by the Website/Application, You must first agree to the terms and conditions laid down in this Agreement. By joining the Website/Application, it is understood that You accept the “Terms of Service” and “Privacy Policy” and agree to the terms set forth in this Agreement. This Agreement will be applicable to You from the moment You register Yourself with the Website/Application.
- 1.5 You may not use the Website/Application if You do not accept the terms and conditions laid down in this Agreement.
- 1.6 We may modify this Agreement at any time without prior notification to the Users. We will upload such modified Terms of Service on Our

Website/Application as well as notify Users regarding such modification by providing appropriate notice on the Website/Application and/or via email.

- 1.7 You agree that Your continued use of the Website/Application after such modification will constitute Your binding acceptance of the modified Agreement. If such modifications are unacceptable to You, then You should cease all Your activities on the Website/Application.
- 1.8 We reserve the right to deny registration on the Website/Application to anyone at Our sole discretion and without assigning any reason thereof.
- 1.9 We retain the right to deny access to the Website/Application to any User at any time, including for the reason that We believe such person has violated any of the terms of this Agreement.
- 1.10 By impliedly or expressly accepting these Terms of Service, You also accept and agree to be bound by Our Privacy Policy.

2. Description of Service

- 2.1. The Website/Application is a platform where users can bring friends together under the same context. Each user can submit videos to the event, thereby forming a loop of videos. Users can engage in social media activities like Liking and Commenting. Users can also share the loop on social media like Facebook, Whatsapp and over email.
- 2.2. *Age Limit:* Only persons who are 13 years and above of age and who are competent to contract as per the laws applicable to this Agreement can become Users of the Website/Application. The Users, by registering on the Website/Application, represent and warrant that they are 13 years and above of age and are competent to contract. The Website/Application cannot be held responsible for the usage of the Website/Application by persons below 13 years or any other person considered incompetent to contract under the laws applicable to this Agreement. We shall immediately disable and delete all data associated with any account created and used by such incompetent person whenever such usage is brought to Our knowledge either by other Users, by family or friends of such incompetent User, or by any other means.
- 2.3. Users are allowed to access the platform once they register themselves with the Website/Application. Registration is mandatory and can be done through

their Facebook and/or Google id. Information fetched on behalf of the user will be only that for which the user has given consent.

- 2.4. Non-registered Users have no access to the services of the Website/Application. Such Users can merely browse through the Website/Application but have to be registered with Us in order to avail the services offered on the Website/Application.
- 2.5. Users will be allowed to connect to third party Website/Applications and applications such as Facebook or Google to share media content. It is the sole responsibility of the User to ensure that any media content used in their Posts does not violate intellectual property laws, copyright laws or otherwise.
- 2.6. *Share*: Users can share their Posts on third party platforms such as Facebook, Twitter, Google+, etc. Users can also share the loop of videos over email.
- 2.7. Users can invite their contacts on email providers and social networks, which shall include but not be limited to platforms such as Gmail, Yahoo, Facebook, Twitter and LinkedIn, to use the Website/Application.

3. Services by the Website/Application

- 3.1. We will attempt to continuously innovate in order to provide the best possible services to You. You acknowledge and agree that the form and nature of these services may change from time to time.
- 3.2. The Website/Application offers services, which include but are not limited to sharing Posts, other media content, sharing of created content. User interaction through likes, comments, favorites etc.
- 3.3. You acknowledge and agree that You may not be allowed to download all media content from the Website/Application. Users shall own any media uploaded and the Company is not responsible for the media uploaded. Company can only take post-facto action on objectionable content. This applies to all user content not restricted to images/videos/comments by Users

- 3.4. You agree and understand that if We disable access to Your account or login route, You may be prevented from accessing Your account details, data or other content which is contained in Your account.
- 3.5. You acknowledge and agree that while We may not currently limit Your use of the Website/Application, We may do so if that use hinders Our ability to carry on operations.
- 3.6. We may remove any content posted by You on the Website/Application, if We believe that such content is in violation of this Agreement and is harmful or shall prejudice the use of the Website/Application by other Users.
- 3.7. You understand that We shall not be responsible for any loss caused by modification of the features, limitation of use of the services or the discontinuation of service altogether.

4. Use of the Website/Application by You

- 4.1. In order to use the services of the Website/Application, You will be required to provide information about Yourself during the registration process including but not limited to email address, username and password. You may upload Your photograph at Your sole discretion. You agree that any registration information You give to Us will always be accurate, correct and up to date. All information provided by the user during or after registration is held private to the user. All media and information added by the user is only accessible to members of the event who are explicitly added in the event.
- 4.2. You agree to use the Website/Application only for Your personal use and for commercial purposes to the extent permitted by (a) this Agreement and (b) any applicable law, regulation or guideline.
- 4.3. You agree that the Company has the right to amend its fee policy for the use of the Website/Application and can at anytime decide to start charging for the use of the Website/Application. In the event of such change in policy, Users shall be notified of the same at least 30 days in advance and such change shall be effective from the end of the notification period. Subsequent to such change, Users will have a choice to agree and pay according to the new fee policy and continue using Our services, or choose not to pay and stop using Our services.

- 4.4. You agree that You will not engage in any activity that interferes with or disrupts the Website/Application (or the servers and networks which are connected to the same).
- 4.5. You will not post any personally identifiable information of any individual, including but not limited to email address and username, without their consent.
- 4.6. You acknowledge that Your use of the Website/Application shall not infringe, misappropriate or violate in any manner the right of any third party or result in the violation of any applicable law or regulation.
- 4.7. You agree and acknowledge that any use of third party Website/Applications and applications to upload the media content used in Your Posts shall be in accordance with the terms and policies of said third party Website/Applications and applications, and must comply with copyright and other applicable laws.
- 4.8. You agree that You are solely responsible for (and that We have no responsibility to You or to any third party for) any breach of Your obligations under the Agreement and for the consequences (including any loss or damage which We may suffer) arising out of such breach.
- 4.9. You agree that Your User data may be stored in the Website/Application's system as per the terms outlined in the Privacy Policy. The said data is deleted upon written request submitted by the User.
- 4.10. Users are advised not to share any sensitive information on the Website/Application. The User will be solely responsible for information or data shared or discussed by them on the Website/Application and We have the right to remove any such content which is seen as a contravention of this Agreement.
- 4.11. We reserve the absolute right to delete/modify any images submitted by You to the Site, as a part of the upload process.
- 4.12. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website/Application or any information or material contained on the Website/Application, or in any way reproduce or circumvent the navigational

structure or presentation of the Website/Application or any information and materials, to obtain or attempt to obtain any information through any means not purposely made available on the Website/Application.

- 4.13. You shall not attempt to gain unauthorized access to any portion or feature of the Website/Application, or any other systems or networks connected to the Website/Application or to any server, computer, network, or to any of the services offered on or through the Website/Application, by hacking, password “mining” or any other illegitimate means.
- 4.14. You shall not probe, scan or test the vulnerability of the Website/Application or any network connected to the Website/Application nor breach the security or authentication measures on the Website/Application or any network connected to the Website/Application. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to the Website/Application, or any other customer, including any account on the Website/Application not owned by You, to its source, or exploit the Website/Application or any service or information made available or offered by or through the Website/Application, in any way where the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website/Application.
- 4.15. The Website/Application offers the Users an option of signing up through other third party social networking sites, including but not limited to Gmail, Yahoo, Facebook, Twitter and LinkedIn. Upon such signup, Our servers gain access to information about You from Your social networking account, including but not limited to Your profile, date of birth, name and gender, and all such information is stored in Our system. Any information so gathered will be protected and only that information as stated in clause 4.1 may be visible to third parties.
- 4.16. Your profile information, Posts and any other content generated by You, which is uploaded or posted by You on the Website/Application and is shared publicly on third party platforms such as Gmail, Yahoo, Facebook, Twitter and LinkedIn will be available publicly in accordance with their terms and policies.

- 4.17. Users can modify the content that they have generated at any point in time.
- 4.18. You agree that any information provided by You in the form of emails and suggestions may be stored by Us for our records and internal purposes.
- 4.19. You agree that We can share Your information with Our employees, agents or other affiliated parties in order to render better services to You. We may also disclose Your information when required by law, such as to the Government or law enforcement agencies if officially requested or required by under any Order, Notification, Statute or Court Order or if such disclosure is in public interest.
- 4.20. You agree that any content posted or uploaded by You shall be in accordance with the terms in this Agreement and Privacy Policy and all other applicable laws governing the same. Said content may be used by Us, consistent with the terms in this Agreement and Privacy Policy. It is at the sole discretion of the Company to entitle You to any payment or royalty or other compensation for such use.

5. Your Password and Account Security

- 5.1. You agree and understand that You are solely responsible to the Website/Application and to third parties for (a) maintaining the confidentiality of passwords associated with any account You use to avail Our services and (b) any use of the Website/Application with the username and password as created by You.
- 5.2. You agree to ensure that Your exit from Your account at the end of each session and that the activities from Your account shall be treated as carried out by You.
- 5.3. You acknowledge and agree that You will be solely responsible for all activities that occur under Your account.
- 5.4. If You post a hyperlink of Your content available on Our Website/Application, either on Your own or other third party Website/Applications and applications, or You share such content with any person and they post Your content on other Website/Applications and applications or forward it to other individuals, then We will not be liable in

any way for any loss or damage arising from the misuse or publication of such content by others.

- 5.5. We will not and cannot be held liable for any loss or damage arising from Your failure to comply with the conditions set out in this Agreement.
- 5.6. The Company may interact with Users by way of email in order to enhance the User experience on the Website/Application, to provide customer service, to notify Users about new services and changes to the Website/Application, and to keep Users updated on the latest offerings by the Company. The Company shall not send Users further emails, if they choose not to receive such communications subject to the conditions laid down in this Agreement as well as the Privacy Policy. Users may notify Us at any time if they do not wish to receive such emails by contacting Us at hello@cloop.io.

6. Information Submitted by User

- 6.1. Users are given complete anonymity except for certain information as collected from the User during registration, see clause 4.1. Users provide any personal information other than which is required by the Website/Application during registration at their own discretion.
- 6.2. You understand that all information (such as personal information, data files, written text, images, etc.) which You may provide or upload, as part of, or to avail the services of the Website/Application is Your sole responsibility. You are also solely responsible for any consequences arising out of Your use of the Website/Application. We do not claim ownership or restrict Your right over any content posted by You on the Website/Application except as provided in this Agreement.
- 6.3. The Website/Application shall not be held liable for an error on part of the User in failing to provide Us with accurate information.
- 6.4. Any content uploaded by the User for the purpose of availing the services of the Website/Application shall be reviewed, flagged, filtered, modified or simply refused or removed. Any spam or pornographic material and/or any illegal content will be immediately deleted and We reserve the right to take appropriate legal action in such cases.

- 6.5. We can restrict Your use of or delete Your Content from the Website/Application on grounds that Your use of the Website/Application promotes discrimination, bigotry, racism, violence, hatred, harassment or harm against any individual or group and is violent or threatening in nature.
- 6.6. You understand that by using the Website/Application You may be exposed to content of other Users that You may find offensive, indecent or objectionable and that, in this respect, You use the Website/Application at Your own risk.
- 6.7. The services offered on the Website/Application are only for the purpose of enabling You to share media content. It is at the sole discretion of the Company to allow You to commercially profit, either directly or indirectly, from the use of such services as provided.
- 6.8. With respect to any content, including User profile information and Posts You submit or make available, which is publicly accessible on the Website/Application free of charge, the Website/Application has a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the Website/Application or in any and all media through any distribution methods, solely for the purposes of providing and promoting the Website/Application. This license may cease to exist if the User submits a written request to delete all their data as per clause 4.10 of this Agreement.

7. Intellectual Property Rights

- 7.1. You are aware that content accessed through third party services or platforms such as Facebook, Google etc. is the creation of its respective owner, and all intellectual property, including but not limited to copyrights, relating to said content resides with said owners, and that at no point does any such intellectual property stand transferred from the aforementioned owners to the Company or to You. It is Your sole responsibility to ensure that any media content, whether coming from third party applications or not, used in Your Posts does not violate said intellectual property laws, copyright laws or otherwise.

- 7.2. You are aware that the content on the Website/Application, including but not limited to Posts, text, photos, and graphics, is protected under Indian and international copyright laws and any other applicable intellectual property and proprietary rights and laws.
- 7.3. You are further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by You will result in legal action being initiated against the User by the respective owners of the intellectual property so reproduced/infringed upon. It is agreed to by the Parties that the contents of this section shall survive even after the termination or expiry of the Terms of Service and/or Privacy Policy.
- 7.4. You further acknowledge that the Website/Application may contain information which is designated confidential by Us and that You shall not disclose such information without Our prior written consent.
- 7.5. Unless otherwise agreed in writing, nothing in this agreement gives You a right to use any of the Website/Application's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You additionally agree that in using the Website/Application, You will not use any trade name, trademark, service mark, logo, domain name, and other distinctive brand feature of any company or organization in a way that is likely or intended to cause confusion about the owner or the authorized user of such marks, names or logos.

8. Copyright Complaints

- 8.1 We respect the intellectual property rights of others. Accordingly, the Company has a policy of removing any User submissions that violate copyright law, suspending access to the Website/Application (or any portion thereof) to any User who uses the Website/Application in violation of copyright law, and/or terminating in appropriate circumstances the account of any User who uses the Website/Application in violation of copyright law. Pursuant to International Copyright Laws, the Company has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright is being infringed by a User of the

Website/Application, please provide written notice to the Company for claims of copyright infringement.

- 8.2 Your written notice must: (a) contain Your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow the Company to locate that material; (d) contain adequate information by which the Company can contact You (including postal address, telephone number, and email address); (e) contain a statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner. Please do not send notices or inquiries unrelated to alleged copyright infringement to the Company.

9. Deactivation of Account

- 9.1. These terms shall continue to apply even after the deactivation of Your account, either by You or by Us, as set out below.
- 9.2. The Users are provided with an option to deactivate their account in their account settings. Such deactivation would make the User's account and all of his/her activities inactive for the period the account remains deactivated. The User can at any time reactivate his/her account, which will make the account and all activities under it active.
- 9.3. We may also, at any time, terminate this legal agreement with You if:
- a) You have breached any provision of the terms (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of this Agreement); or
 - b) We are required to do so by law.
- 9.4. When this Agreement comes to an end, all of the legal rights, obligations and liabilities that You and We are subject to in relation to the obligation to maintain confidentiality or such other legal rights, obligations and liabilities which are expressed to continue indefinitely, shall be unaffected by this deactivation.

10. Third Party Content

- 10.1. Third party content and materials may appear on the Website/Application or may be accessible via hyperlinks from the Website/Application. We are not responsible for and assume no liability whatsoever for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content and materials appearing on the Website/Application or accessible via hyperlinks from the Website/Application.
- 10.2. You agree that when You use a link to go from the Website/Application to another Website/Application or application, this Agreement and the accompanying Privacy Policy of the Website/Application shall no longer be in effect. Your browsing and interaction on any other Website/Application or application, including other Website/Applications and applications which have a link on the Website/Application, is subject to that Website/Application's or application's own rules and policies and the Company has no liability whatsoever in that connection.
- 10.3. You acknowledge that when third parties or Users provide any links to other Website/Applications or applications, We have no control over such sites. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and We do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, in any manner whatsoever, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. Privacy

We respect Your privacy and understand the importance of Your personal information. We store and process Your information on computers that may be protected by physical as well as reasonable technological security measures and procedures. Our current Privacy Policy is available at

<http://www.cloop.co.in/www.cloop.io/privacypolicy>. If You object to Your Information being transferred or used as is provided in this Agreement, please do not use Our Website/Application.

12. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action that We deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Your account profile, email addresses, usage history, posted materials, IP addresses and traffic information.

13. Indemnification

You agree to indemnify, defend and hold the Website/Application and any person in relation to the Website/Application including agents, officers, employees, subcontractors, successors, assignees, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorneys' fees, related to Your violation of this Agreement or use of the Website/Application.

14. Nontransferable

Your right to use the Website/Application is not transferable or assignable. Any password or right given to You to obtain information or documents or any other access to the Website/Application is not transferable or assignable.

15. Notice

Notices to You may be made via email. The Company may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to You generally on the Website/Application. You agree

that such notices by email, and such display of notices or links to notices to You generally on the Website/Application, will constitute sufficient and adequate notice to You of the matters contained therein.

16. Disclaimer

- 16.1. THE CONTENT AND MATERIAL FROM OR THROUGH THE SITE ARE PROVIDED ON AN “AS-IS,” “AS AVAILABLE,” WITH “ALL FAULTS” BASIS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FREEDOM FROM ERROR, AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.
- 16.2. THE WEBSITE/APPLICATION AND ITS AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS PROVIDED IN THIS AGREEMENT. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, THE WEBSITE/APPLICATION AND ITS AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN THE WEBSITE/APPLICATION AND YOU. THIS WEBSITE/APPLICATION AND THE SERVICES, DOCUMENTS, CONTENT AND MATERIALS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.
- 16.3. NOTHING OBTAINED BY YOU FROM US THROUGH THE WEBSITE/APPLICATION OR OTHERWISE SHALL CREATE ANY

WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN AN ELECTRONIC FILE CONTAINING ANY INFORMATION OR A MEDIA FILE IS DISCLAIMED.

17. Limitation of Liability

- 17.1. THE WEBSITE/APPLICATION AND ANY AFFILIATED PARTY SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM (A) ANY ERRORS IN OR OMISSIONS FROM THE WEBSITE/APPLICATION OR ANY SERVICES OBTAINABLE THEREFROM; (B) THE UNAVAILABILITY OR INTERRUPTION OF THE WEBSITE/APPLICATION OR ANY FEATURES THEREOF; (C) YOUR USE OF THE WEBSITE/APPLICATION; (D) THE CONTENT AND MATERIALS CONTAINED ON THE WEBSITE/APPLICATION; OR (E) ANY DELAY OR FAILURE IN PERFORMANCE BEYOND THE CONTROL OF THE WEBSITE/APPLICATION OR ANY AFFILIATED PARTY.
- 17.2. THE AGGREGATE LIABILITY OF THE WEBSITE/APPLICATION AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE/APPLICATION, INFORMATION, DOCUMENTS AND SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED INR 1000 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST THE WEBSITE/APPLICATION AND ANY AFFILIATED PARTY.
- 17.3. ANY LIABILITY OF THE WEBSITE/APPLICATION WILL BE RESTRICTED TO THE ASSETS OF ONLY THE COMPANY. THE OWNERS, EMPLOYEES OR AGENTS OR ANY OTHER AFFILIATED PARTIES CANNOT BE HELD PERSONALLY LIABLE.

18. Miscellaneous

- 18.1. You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Website/Application and the content and materials provided therein.
- 18.2. This Agreement shall be treated as though it were executed and performed in Bangalore, Karnataka and shall be governed by and construed in accordance with the laws applicable to the State of Karnataka, India without regard to any conflict of law's provisions and each Party shall here waive any objection to jurisdiction and venue in such courts.
- 18.3. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. Should any part of this Agreement be held invalid or unenforceable, that portion shall be severed and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website/Application is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.
- 18.4. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The Website/Application's rights under this Agreement shall survive any termination or modification of this Agreement.
- 18.5. Notwithstanding anything to the contrary contained herein, any legal controversy or legal claim arising out of or relating to this Agreement, excluding legal action taken by Us to collect or recover damages for, or obtain any injunction relating to, Website/Application operations, intellectual property, and Our services, shall be settled solely by binding arbitration in accordance with the laws applicable to the State of Karnataka, India.
- 18.6. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.
- 18.7. The arbitration shall be conducted in Bangalore, Karnataka and judgment on the arbitration award may be entered into any court having jurisdiction. Either Party may seek any interim or preliminary relief from a court of competent jurisdiction in Bangalore, Karnataka, India necessary to protect

the rights or property of the Parties pending the completion of arbitration. Subject to the foregoing, the courts of Bangalore, Karnataka, India shall have jurisdiction over any dispute arising hereunder.

- 18.8. The governing law for disputes and arbitration in clauses 18.5, 18.6 and 18.7 can be changed in the future without prior notification to the Users.
- 18.9. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website/Application or its services, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. Contact Us

The Users can use the “Contact Us” section on the Website/Application or email Us at hello@cloop.io, for any help, questions and concerns in the use of or technical problems occurring in the Website/Application.