

TERMS OF USE

1. INTRODUCTION:

- 1.1 Loylty Rewardz Management Private Limited [**“Loylty”**] owns and operates the Services as defined hereinafter in clause # 2.15.
- 1.2 You can avail the Services if and only if You/User accept without modification these Terms of Use [**“Terms”**].
- 1.3 These Terms set forth Users, rights and obligations with respect to use of the Services and are in addition to, and not in lieu of, any other agreement, policy or terms of use, as applicable, to which You must also agree in order to use the Services [as described in the respective Agreement], and/or any information or data of any kind arising from the Services, as applicable, including, without limitation, any art work, text, video, audio or pictures accessed by You through the Services, as applicable.
- 1.4 These Terms will be interpreted under the laws of India only, regardless of the location of the User.
- 1.5 All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Terms.

2. DEFINITIONS:

- 2.1 **“Agreement”** shall mean and include these Terms, Privacy Policy and any other terms and conditions posted on the Website and shall also include any modifications to any of them as may be made in writing by Loylty from time to time;
- 2.2 **“Applicable Laws”** shall mean all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders etc., of any Government Authority, regulatory bodies, tribunal, board, court in India;
- 2.3 **“Applications”** or **“Apps”** means the mobile application owned or licensed by Loylty including but not limited to MaxGet More;
- 2.4 **“Loylty”** means Loylty Rewardz Management Private Limited bearing CIN # U74140MH2006PTC162836 and having its registered office at The Qube, A-703, M.V. Road, Marol, Andheri-Kurla Road, Andheri [East], Mumbai – 400059 and/or its affiliates, holding company and subsidiaries and includes **“We”** or similar pronouns;
- 2.5 **“Change Notice”** means a notice on the Website of any such addition, deletion, or modifications to the Terms, Privacy Policy and/or any other terms and conditions;
- 2.6 **“Devices”** means any mobile phone, hand held device, tablet, phablet, laptops, palmtops, desktops or computers in general and similar devices whether now known or later devised;
- 2.7 **“Effective Date”** shall mean all changes to the Agreement or any part thereof from the date Loylty posts the Change Notice;
- 2.8 **“Feedback”** means comments, bug reports, feedback, or modifications proposed or suggested by You regarding the Services;

- 2.9 “**Intellectual Property Rights**” or “**IPR**” means the exclusive rights in all present and future inventions, registered designs, design rights, format rights, database rights, algorithms, copyrights, topography rights, rights in mask works, trade mark, service mark, application to register any of the aforementioned rights, rights in the nature of any of the aforementioned rights, moral rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever recognized in any part of the world, [including but not limited to, rights in computer software], know-how and trademarks [whether registered, or not] including but not limited to the archival rights and the goodwill therein and applications for any of the same and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world in various formats, modes and mediums;
- 2.10 “**Materials**” shall mean text, graphics, user interfaces, visual interfaces, photographs, trademarks, service marks, logos, audio, video, audio-video, sounds, music, artwork, information and computer code, including, but not limited to, design, structure, selection, coordination, expression “look and feel” and arrangement of any other materials and information contained in the Services;
- 2.11 “**Period**” means the Agreements which shall commence and be in force from the date of acceptance of these Terms and will continue, unless terminated in accordance with Terms;
- 2.12 “**Personal Information**” includes but is not limited to names, postal addresses, e-mail addresses, age, demographic information, purchase history, subscription information and/or other information that may identify an individual or allow online or offline contact with the individual;
- 2.13 “**Person**” means any legal and/or natural and/or juristic person including an individual, Hindu Undivided Family [HUF], company, one person company [OPC], association, corporation, sole proprietorship, partnership, limited liability partnership [LLP], trust, unincorporated entity or other entity/organization, including a government or political sub-division, or agency or instrumentality thereof;
- 2.14 “**Repeat Infringer**” means any User who has been notified by Loylty of infringing activity violations more than twice and/ or who has had a User Posting or any other user-submitted content removed from the Services/Website more than twice before;
- 2.15 “**Services**” shall mean the services provided by Loylty and/or its associates or merchant associates to the Users and includes any use of the Apps, the Website, any facility for accrual of points and/or redemption of points, User feedback, messenger board as may be applicable through interactive service that may be available through the Website;
- 2.16 “**User**” or “**You**” means an individual/person who accesses/ visits the Website or avails the Services or uses the sources/ resources provided by Loylty;
- 2.17 “**User Postings**” shall mean without limitation text and literary works, graphic and pictorial works, audiovisual works, musical works, sound recordings, or any other content submitted by You and other Users through the Services;
- 2.18 “**Website**” means www.loylty.com; the website provided by Loylty to offer the Services to be accessed by various Devices and any upgrades from time to time and any other software or documentation which enables the use of the website.

3. DESCRIPTION OF THE SERVICES:

3.1 The Services enable Persons to:-

3.1.1 Register with Loylty;

3.1.2 Access and download the Apps;

3.1.3 Visit the Website and transact on the Website;

3.1.4 Create User accounts and view point balances and redemption;

3.1.5 Have access to certain portions of the Website and Materials not otherwise available;

3.1.6 Profiles of other Users;

3.1.7 Facilitate point redemption by Users at the Website presently for booking air tickets, hotel rooms, mobile recharges, movie tickets, vouchers etc. as part of any redemption program;

3.1.8 Digital communications – which includes booking related sms, email, welcome emails, periodic offers, promotional emails, e-statements, registration campaign, accrual campaigns, and redemption campaigns;

3.1.9 Execution of User transactions including making payments that are linked through independent payment gateways.

4. AVAILABILITY OF THE SERVICES:

4.1 Loylty will take reasonable efforts to keep the Services operational. However, certain technical difficulties, routine site maintenance/upgrades and any other events outside the control of Loylty may, from time to time, result in temporary interruptions to the Services. In addition, Loylty reserves the right at any time and from time to time to modify or discontinue providing access to the Services, or any part thereof, with or without notice. You agree that Loylty shall not be liable to You or to any third party for any direct or indirect consequences of any modification, suspension, discontinuance of or interruption to the Services.

5. INACCURACIES IN THE SERVICES:

5.1 Your use of the Services is at your own risk. The Services may include inaccuracies or errors that may affect the quality of the information provided, or the Services and a possibility exists that unauthorized additions, deletions and alterations have been made to the Services by unauthorized third-parties;

5.2 The information has not been independently verified or authenticated, in whole or in part, by Loylty. Loylty makes no guarantees whatsoever as to the completeness, correctness or accuracy of the Website;

5.3 More specifically, Loylty has no liability for any errors or omissions in the information provided. Furthermore, the prices and availability of products and/or the services available may at any time change without notice to You. In the event that such an inaccuracy arises, please inform us so that it may be corrected;

5.4 The Services may include articles and commentary containing information in the form of product details, service features, advertisements, news and/or opinions that, unless otherwise stated therein, should not be construed as specific advice or instruction from Loylty or official communication of Loylty;

5.5 Loylty does not warrant, either expressly or by implication, the factual accuracy of the product details, service features, advertisements, articles posted, nor does it adopt any statement as its own, or warrant any news or opinions offered by the author of said articles. Although Loylty believes all statements made in the aforesaid to be reliable and accurate based upon representations made by the owners/ providers themselves, Loylty cannot guarantee that such statements are reliable and accurate and Loylty accepts no fault or liability for any error or omission with respect to the same.

6. LOYLTY MATERIALS:

6.1 As between Loylty and You, and except for any User Postings provided and owned by Users, all other Materials contained in the Services, including without limitation the Website, Apps, are owned, controlled or licensed by or to Loylty and are protected by trade dress, copyright, patent, trademark laws and various other Intellectual Property Rights and unfair competition laws under India and foreign laws and international conventions;

6.2 The Materials available via the Services are provided to You on "AS IS" basis and for your personal use only on the Website or via the Apps, as applicable, and may not be copied, reproduced, retransmitted, distributed, disseminated, sold, broadcast, performed, made available to third parties or circulated to anyone or exploited for any other commercial or non-commercial purposes without the express prior written consent of Loylty.

6.3 Except as expressly provided herein, You are not granted any right, title, interest, claim, or license to patents, copyrights, trade secrets trademarks or service marks with respect to the Website, Applications, Materials, the Services or any part thereof, and Loylty explicitly reserves any and all rights not expressly granted hereunder. Other than as expressly permitted herein, You agree not to engage in the use, copying, or distribution of any of the Materials obtained through the Services.

6.4 You further agree not to circumvent, disable or otherwise interfere with security related features of the Services, including without limitation the Apps, or any other features that prevent or restrict the use or copying of any Materials.

7. APPLICATIONS:

7.1 The Service enables You to download the Applications as made available by Loylty from time to time.

7.2 Upon your payment of the applicable fees [if any] and subject to any further restrictions in the respective Agreements, if applicable, Loylty grants You the non-exclusive right to use the Applications part of your use of the Services and solely for your personal, non-commercial use.

7.3 The Application is licensed, not sold, to You by Loylty. Loylty reserves the right to revoke your license to the Application at any time for any reason.

- 7.4 Unless specifically indicated otherwise, You may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any rights to the Applications or any portion of it to any third party, and You may not remove any proprietary notices or labels on the Applications or any Materials.
- 7.5 In addition, You may not, and You will not encourage, assist or authorize any other person to, bypass, modify, defeat or circumvent security features that protect the Applications.
- 7.6 You acknowledge and agree that Applications may not be available to view, use or display under certain conditions, such as due to constraints faced by any telecom operator, virus attack etc.
- 7.7 Loylty reserves the right to modify or discontinue the offering of any Applications at any time. If a part of the Application becomes unavailable prior to download but after purchase, your sole and exclusive remedy is the refund of the purchase price paid for such Application.

8. PROHIBITION/RESTRICTIONS ON TERMS OF USE OF SERVICES:

- 8.1 In addition to any other obligations set forth in the Terms, You hereby agree not to use or launch any automated system, including without limitation, any "deeplink", "page-scraper", "robot," "spider," "offline readers," or other automatic device, program, algorithm or methodology, that accesses, acquires, copies or monitors any portion of the Services [or any part thereof] in a manner that sends more request messages to the Loylty servers in a given period of time than a human can reasonably produce in the same period via conventional on-line means, or in any way reproduce or circumvent the navigational structure or presentation of the Services [or any part thereof], to obtain or attempt to obtain any Materials, documents or information through any means not purposefully made available through the Services. Loylty reserves the right to prevent any such activity. Notwithstanding the foregoing, Loylty may grant the operators of public search engines permission to use spiders to copy Materials from the Services for the sole purpose of creating publicly available searchable indices of the Materials, but not caches or archives of such Materials, and Loylty reserves the right to revoke these exceptions either generally or in specific cases.
- 8.2 As a condition of your use of the Services, You will not use the Services for any purpose that is unlawful or prohibited by these Terms or any other terms and conditions, and notices.
- 8.3 You may not use the Services in any manner that could damage, disable, overburden, or impair any Loylty's server, or the network[s] connected to any Loylty server, or interfere with any other Person's use and enjoyment of the Services either in part or full.
- 8.4 You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any Materials or information through any means not intentionally made available through the Services.
- 8.5 You agree that You will not attempt to gain unauthorized access to any portion, or feature of the Services or any other systems or networks connected to the Services or to any Loylty server, or the server of any End User, or merchant associate, vendor or service provider, or to any of the facilities offered on or through the Services by hacking, password mining or any other illegitimate means.

- 8.6 You agree that You may not host, display, upload, modify, publish, transmit, update, use, nor share any information [either directly or indirectly]:-
- 8.6.1 to attempt to or actually disrupt, impair or interfere with, alter or modify the Services or any information, data or Materials posted and/or displayed by Loylty or any other Person;
 - 8.6.2 to act in a way that affects or reflects negatively on Loylty, the Services, or any other Person or;
 - 8.6.3 to harvest, collect or attempt to collect any information from others including, without limitation, Personal Information, without such Party's prior written consent;
 - 8.6.4 that belongs to another Person and to which You do not have any right to;
 - 8.6.5 is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - 8.6.6 that harm minors [i.e. those below the age of 18 years] in any way;
 - 8.6.7 infringes any patent, trademark, copyright, service mark, other proprietary rights or any other Intellectual Property Rights;
 - 8.6.8 violates any Applicable Law for the time being in force;
 - 8.6.9 deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - 8.6.10 impersonates another Person;
 - 8.6.11 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - 8.6.12 threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- 8.7 You agree that You are prohibited from violating or attempting to violate the security of the Services, or any part of it, including, without limitation:
- 8.7.1 accessing data/ Materials not intended for You or logging in to a processor, communications or access device or account which You are not authorized to access;
 - 8.7.2 attempting to probe, scan or test the vulnerability of the Services or to breach any implemented security or authentication measures, regardless of your motives or intent; or
 - 8.7.3 attempting to interfere with or disrupt the Services to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse, BOT, Easter egg, etc. Any such violations of system or network security by You may result in civil or criminal liability to You. Loylty reserves the right to investigate occurrences, which may involve such violations and Loylty may involve, provide

information to and cooperate with, law enforcement authorities in prosecuting any party who is involved in any such violations.

8.8 You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission that You send to Loylty on or through the Services or any features offered through the Services. You may not pretend that You are, or that You represent someone else or impersonate any other Person.

8.9 You may not use the Services for any purpose that is unlawful or prohibited by these Terms, or solicit the performance of any illegal activity or other activity which infringes the rights of Loylty or others [specifically including, without limitation, copyright infringement].

9. FEES AND PAYMENT:

9.1 Certain features of the Services, such as downloading or viewing certain Applications may require the payment of fees. All such fees must be paid in advance.

9.2 All transactions are final and, except as expressly provided herein, Loylty does not issue any refunds. Loylty reserves the right to modify fees and rates on a going forward basis at any time for any reason in its sole discretion.

10. CHILDRENS PRIVACY:

10.1 We are committed to protecting the privacy of children.

10.2 We strongly recommend that parents/guardians monitor and supervise the online activities of their minor children and to consider using available parental control tools which can prevent minor children from disclosing their name, address, and other Personal Information without parental permission.

10.3 Users of our Services who are minors should not submit any Personal Information, such as their name, address, e-mail address, phone number, card details, PIN numbers etc. without a parent's or guardian's permission.

10.4 By using the Services, You represent and warrant that You are not a minor and that You agree to abide by the Terms and all related policies, including without limitation any Agreement applicable to your use of the Services and more specifically the Applications.

10.5 Loylty may restrict your access, delete your any Materials or information that You have posted to the Services and/or prohibit You from registering for or using or accessing the Services, or any part of the Services for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that You are a minor.

11. LOYLTY PRIVACY POLICY:

11.1 Loylty respects your privacy and has established certain policies and procedures relating to the collection and use of your Personal Information, disclosed to Loylty in connection with your use of the Services. To view our Privacy Policy, kindly visit the website www.loylty.com.

12. USER POSTINGS:

- 12.1 **General:** The Services provide certain features which may enable You and other Users to submit, post, and share content with other Users, which may include without limitation text and literary works, graphic and pictorial works, audiovisual works, musical works, sound recordings, or any other content submitted by You and other Users through the Services, and provides for the hosting, sharing, reproduction, distribution, public performance, public display and creation of derivative works of such User Postings. You may have to register with the Services in order to submit User Postings. Loylty cannot guarantee any anonymity or confidentiality with respect to any User Postings, and strongly recommends that You think carefully about what You choose to post to the Services. You understand that all User Postings are the sole responsibility of the Person from whom such User Posting originated. This means that You, and not Loylty, is entirely responsible for all User Postings that You upload, post, transmit or otherwise make available through the Services.
- 12.2 **Right to Remove or Edit User Postings:** You acknowledge that Loylty does not pre-screen or approve User Postings, and that Loylty makes no representations that it will publish or make available on the Services any User Postings, and reserves the right, in its sole discretion, to refuse to allow any User Postings on the Services, or to edit or remove any User Postings at any time with or without notice. Without limiting the generality of the preceding sentence, Loylty complies with the Applicable Laws at all times, and will remove User Postings upon receipt of a complaint. Loylty will promptly terminate without notice your access to the Services if You are determined by Loylty to be a Repeat Infringer.
- 12.3 **Grant of License to Loylty:** You retain all your ownership rights in original aspects of your User Postings. By submitting User Postings to Loylty, You hereby grant Loylty and its affiliates, sub licensees, partners, designees, and assignees of the Services [collectively, the "**Loylty Licensees**"] a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sub licensable, and transferable license to use, reproduce, distribute, and otherwise exploit your User Postings, including your trademarks and logos included therein, in connection with the Services and Loylty's [and its successors in business], including, without limitation, for marketing, promoting, and redistributing part or all of the Services [and derivative works thereof], in any mode, media or formats and through any media channels now known or hereafter discovered or developed. You also agree to irrevocably waive [and cause to be waived] any claims and assertions of so-called "moral rights" or attribution with respect to your User Postings.
- 12.4 **User Postings Representations and Warranties:** You are solely responsible for your own User Postings and the consequences of posting or publishing them. In connection with User Postings, You affirm, represent, and warrant that:-
- 12.4.1 You own, or have the necessary licenses, rights, consents, and permissions to use and authorize Loylty to use all patent, trademark, service mark, copyright, or other proprietary rights in and to your User Postings to enable inclusion and use of your User Postings in the manner contemplated by Loylty and the Terms, and to grant the rights and license set forth above, and
- 12.4.2 Your User Postings, Loylty's or any Loylty Licensees' use of such User Postings pursuant to the Terms, and Loylty's or any of Loylty Licensees' exercise of the license rights set forth above, do not and will not:
- 12.4.2.1 infringe, violate, or misappropriate any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property right or proprietary right;

- 12.4.2.2 slander, defame, libel, or invade the right of privacy, publicity or other proprietary rights of any other Person;
- 12.4.2.3 violate any Applicable Law or regulation, including, by way of example and not limitation, laws or regulations related to false, deceptive, or misleading advertising and promotions; or
- 12.4.2.4 require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including to any agency, copyright/ collection society or other entity that licenses or administers rights on behalf of others.

12.5 **Inaccurate or Offensive User Postings:** You understand that when using the Services, You may be exposed to User Postings from a variety of sources and that Loylty does not endorse and is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of or relating to such User Postings. You further understand and acknowledge that You may be exposed to User Postings that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Loylty with respect thereto.

12.6 **Feedback to Loylty:** If You provide Loylty with any comments, bug reports, feedback, or modifications proposed or suggested by You to the Services [**“Feedback”**], Loylty shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Services. You hereby grant Loylty a perpetual, irrevocable, worldwide, royalty-free, fully paid, non-exclusive license under all rights necessary to incorporate and use your Feedback for any purpose whatsoever.

13. THIRD-PARTY LINKS:

- 13.1 The Services, including any User Postings, may link to other sites or Services that are not under the control of or maintained by Loylty.
- 13.2 Such links do not constitute an endorsement by Loylty of any such sites. You acknowledge that Loylty is providing these links to You solely as a convenience to You, and You agree that Loylty is not responsible for the content or links displayed on such websites to which You may be linked and/or the products or services available on such websites.
- 13.3 Loylty does not endorse or make any representations about these Websites, or any information, materials, or products found or services available therein. If You access any of the third-party websites linked on the Website, You do so at your own risk.

14. THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES ON THE WEBSITE:

- 14.1 The Services may contain materials submitted by third-parties or products supplied or services rendered by third parties, and any such materials are provided solely as a convenience to You.
- 14.2 Loylty has not tested or evaluated these materials, products or services and does not endorse or make any representations about these materials, products or services or your use thereof. If You use any of the third-party materials, You do so at your own risk. In no

event shall Loylty be liable for any loss, claim, damages, or costs that may arise in connection with your use of these materials, products or services.

15. ENFORCEMENT OF IPR:

15.1 You acknowledge that Loylty will aggressively enforce its Intellectual Property Rights as stated herein to the fullest extent of the Applicable Law, including, without limitation, the seeking of criminal prosecution, as applicable.

16. DISCLAIMER OF WARRANTIES:

16.1 You expressly agree that use of and access to the Services, including without limitation the Website, the Apps, the Materials, any product or services, etc. is at your sole risk. The Services is provided on an "AS IS" and an "AS AVAILABLE" basis.

16.2 Loylty does not make, and hereby disclaims, any representations or warranties regarding the Services and the products/ services offered through the Services or any portion thereof, whether express, implied or statutory, including [without limitation] implied warranties of merchantability, fitness for a particular purpose, the Website, the Applications, title, non-infringement of third party rights or any warranties arising by course of dealing or custom of trade.

16.3 Loylty makes no representation or warranty that any Material, content, products or services displayed on or offered through the Services are accurate, complete, appropriate, reliable, or timely.

16.4 Loylty also makes no representations or warranties that the Services will meet your requirements and/or your access to and use of the Services will be uninterrupted or error-free, free of viruses, malicious code, or other harmful components, or otherwise secure. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to You.

17. LIMITATION OF LIABILITY:

17.1 To the maximum extent permitted by Applicable Law, neither Loylty, nor its officers, employees, licensors, suppliers, vendors, service providers, contractors, sub-contractors, agents, merchant associates, affiliates shall be liable to You for any indirect, special, incidental, consequential, punitive or exemplary damages, including without limitation lost profits and loss of data [even if advised of the possibility thereof], arising in any way from the content or information offered through the Services.

17.2 In no event will Loylty's or its affiliates', contractors', employees', agents', or third party partners' or suppliers' or service providers total liability to You for all damages, losses, and causes of action howsoever arising out of or relating to the Terms, or your use of the Services [whether in contract, tort including negligence, warranty, or otherwise] exceed the amount actually paid by You, if any, for accessing the Services during the last one [1] month immediately preceding the date of your claim.

17.3 You acknowledge and agree that Loylty has offered its Services, set its prices [if and to the extent applicable] and entered into the terms in reliance upon the warranty disclaimers and the limitations of liability set forth herein and that the warranty disclaimers and the limitation of liability set forth herein reflect a reasonable and fair allocation of risk between You and Loylty and Loylty would not be able to provide the Services to You on an economically reasonable basis without these limitations.

18. INDEMNITY:

- 18.1 You agree to defend, indemnify and hold Loylty [including its officers, employees, licensors, suppliers, service providers, contractors, sub-contractors, agents, merchant associates, affiliates, and/or third party service providers] harmless against any losses, expenses, costs or damages [including their reasonable attorneys' fees, expert's fees and other reasonable costs of litigation or proceedings] arising from, incurred as a result of, or in any manner related to any claim or action based upon:-
- 18.1.1 your breach of, or failure to comply with, the Terms; or
- 18.1.2 your use of the Services, including without limitation the Website, the Materials and the Apps.
- 18.2 Loylty may, in its discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect Loylty's rights or obligations shall be made without Loylty's prior written approval.
- 18.3 Loylty reserves the right, at its own expense and upon rendering notice to You, to assume exclusive defense and control of any such claim or action, and then your corresponding indemnification obligation will end.

19. CONFORMITY WITH APPLICABLE LAWS:

- 19.1 Loylty controls and operates the Services from its offices in India and Loylty makes no representation that the Services will be available for use in other locations outside India.
- 19.2 Loylty reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service, Materials [in full or in part], or the Services [in full or in part] to any Person or geographic area. Any offer for any feature, product or service made on the Services is void where prohibited.
- 19.3 If You use the Services from outside India, You are entirely responsible for compliance with applicable local laws and other applicable laws. You may not use the Services in violation of applicable local laws and regulations.

20. TERM AND TERMINATION:

- 20.1 You acknowledge and agree that Loylty may preserve any transmission or communication made by You through the Services or through any features offered on or through the Services, and may also disclose such data if required to do so by Applicable Law or if Loylty determines that such preservation or disclosure is reasonably necessary to:-
- 20.1.1 comply with legal process;
- 20.1.2 enforce these Terms;
- 20.1.3 respond to claims that any such data violates the rights of others; or
- 20.1.4 protect the rights, property or personal safety of Loylty, its employees, Users of the Services, and the public at large.

- 20.2 You agree that Loylty may, in its sole discretion and without prior notice, terminate your access to, or block your future access to, the Services if it determines that You have violated these Terms or other agreements or guidelines which may be associated with your use of the Services.
- 20.3 You also agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Loylty, for which monetary damages would be inadequate, and You consent to Loylty obtaining any injunctive or equitable relief that Loylty deems necessary or appropriate in such circumstances.
- 20.4 These remedies are in addition to any other remedies Loylty may have at law or in equity. You agree that Loylty may, in its sole discretion and without prior notice, terminate your access to the Services at any time and for any reason, with or without cause.
- 20.5 Loylty will promptly terminate without notice your access to the Services if You are determined by Loylty to be a “Repeat Infringer”.

21. MODIFICATIONS:

- 21.1 It should be agreed by You that Loylty reserves the right to update, add, delete or modify the Terms at any time without any prior written notice.
- 21.2 Loylty will post a notice on the Website of any such addition, deletion or modification to the Terms of Use.
- 21.3 If any addition, deletion or modification to the Terms as per Clause # 21.2 above is not acceptable to You than, You shall immediately stop accessing and/ or availing the Services, including without limitation the Website, the Materials, Content and uninstall the Apps.
- 21.4 Unless otherwise specifically set forth in the Change Notice, all changes to the Terms shall be effective upon/from the date Loylty posts the Change Notice to the Website;
- 21.5 Your continued use of the Services following the Effective Date will constitute your binding acceptance of Change in Terms, and consent to be bound by, the changes specified therein.
- 21.6 You are requested and also suggested to kindly review the Terms and the Privacy Policy on a periodical basis so that You are aware of the most current rights/ changes and obligations that apply to You for your use of the Services.

22. DISPUTE RESOLUTION:

- 22.1 Loylty intends to resolve any and all disputes that may arise between it and its Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, You agree to the following dispute resolution procedure:-
- 22.1.1 If You are unable to resolve any dispute in the ordinary course of business, You shall send a written notice to Loylty in which You outline the issues in dispute, enclose any relevant documents and state the requested relief;
- 22.1.2 Loylty shall respond within ten [10] Business Days with identical information from its perspective. You and a representative of Loylty shall meet or communicate electronically

within ten [10] Business Days of the delivery of the response[s], and as often as You and Loylty deem necessary or desirable thereafter, in an attempt to resolve the matter;

22.1.3 If, within sixty [60] days of the first communication, You and Loylty fail to resolve the matter, You shall then proceed to Arbitration as described in Clause # 22.2 below of these Terms.

22.2 You agree to submit any such dispute or disagreements to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996, [**Arbitration Act**] or any statutory modification or re-enactment thereof for the time being in force. All disputes under these Terms shall be finally settled by an arbitration panel comprising of one [1] arbitrator to be mutually appointed by You and Loylty, failing which by three [3] arbitrators, You and Loylty appointing one [1] arbitrator each. Both these arbitrators shall mutually appoint a third Arbitrator who shall be the presiding arbitrator. Arbitration proceedings will be in the English language and will be held in Mumbai, India. You expressly waive the plea of "*An Inconvenient Forum*".

23. JURISDICTION:

23.1 Any action related to these Terms will be governed by the laws of the India only, without regard to the choice or conflicts of law provisions of any jurisdiction. If Loylty brings a claim against You for any reason under these Terms and/or your use of the Services, You agree to submit to the exclusive jurisdiction of the courts located in the Mumbai, India. Further, You expressly waive the plea of an "*An Inconvenient Forum*".

24. GENERAL:

24.1 Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this Clause # 24.

24.2 These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Loylty without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

24.3 If any part of these Terms is determined to be invalid or unenforceable pursuant to Applicable Law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue to be in effect.

24.4 No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with these Terms.

24.5 Any provision which must survive in order to allow Loylty to enforce its meaning shall survive the termination of these Terms; provided, however, no action arising out of the Terms or your use of the Services, regardless of form or the basis of the claim, may be brought by You more than three [3] months after the cause of action has arisen [or if multiple causes, from the date the first such cause arose] and You hereby expressly waive any longer statute of limitations that may be permitted by Applicable Law.

24.6 If Loylty does take any legal action against You as a result of your violation of these Terms, Loylty will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Loylty.

You agree that Loylty will not be liable to You or to any third party for termination of your access to the Services as a result of any violation of these Terms.

- 24.7 While using the Services, You will be subject to any additional guidelines and policies that are posted from time to time, such as for purchases of goods and services and for specific portions or features of the Website or Applications, including without limitation contests, promotions or other similar features. Such guidelines and policies are hereby incorporated into the Terms.
- 24.8 If there is a conflict between these Terms and the terms and conditions posted for or applicable to a specific portion of the Services or for any features offered on or through the Services, the latter terms shall control with respect to your use of that portion of the Services or the specific feature.
- 24.9 In addition to that, You agree to comply with any additional terms which apply to third party content, material, information, software, products or any other services of any kind.

25. LAST UPDATE:

- 25.1 The Terms were last updated on 22nd September, 2016.