

TERMS OF USE

Terms & Conditions

This “Terms of Use” document is a system generated electronic record as per the parameters of Information Technology statutes. This document (being electronic record) does not need any physical or digital signatures.

As part of Our compliance with all the Information Technology statutes We have framed and published this Terms of Use document for access or usage of the IOS/ Android Application Website(s) owned by ANTAR IoT Private Limited (“Antar”) a Private Limited Company, incorporated under the provisions of the Companies Act, 2013, and having its registered office at Hyderabad represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns.

We provide certain services without the necessity of registration/acceptance via Our Application, and such provision of services does not absolve You of this contractual relationship.

This Site(s) and the information, tools and material associated with the Site(s) are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject Antar to any registration or licensing requirement within such jurisdiction.

This Site(s) is subject to periodic update and revision. Materials should only be considered current as of the date of initial publication appearing thereon, without regard to the date on which You may access the information. Antar maintains and shall have the exclusive right to delete or modify information on this Site(s) without prior notice to the User or any third party.

Definitions:

“Antar” shall mean ANTAR IoT Private Limited

“Antar” “We”, “Our”, and “Us” shall mean and refer to the creators of this Terms of Use.

“You”, “Your”, “Yourself” and “User” shall mean and refer to natural and legal individuals who use the Site(s)/Application.

“Site(s)” shall mean this WebSite(s) www.antariot.com ; www.antarsmarthomes.com and the information, tools and material contained in this webSite(s).

“Application” shall mean all the Antar Smart Homes web and mobile applications/app created by Us for Your benefit to enable You to access, control and monitor Our Products and Services easily.

“Updates’ may include, without limitation to, Application new versions, enhanced functionality, Plug-in, patches and bug fixes.

Site(s)/Application

Your use of Our Site(s)/Application shall be governed by Our Terms of Use. Accordingly You are legally and contractually bound to be abide by Our Terms of Use. If You do not agree to comply with Our Terms of Use then You should stop the use of Our Site(s)/Application.

Your uninterrupted use of Our Site(s)/Application shall depend upon Your compliance with Our Privacy Policy and Terms of Use. We provide Our Users with the flexibility of accessing and using Our Products and Services by using/installing Our Application solely on Your own mobile phones.

Our Users shall have the right to use such web/mobile apps for purposes for which such apps are designed by Us. In case a separate Antar account is allocated by the Antar to the User for accessing the Antar Products/Services then the User shall be authorized to access the Products/Services via the designated account only.

Any attempt by User to access the Products/Services other than via Antar designated account then such access will be treated as illegal and Antar will cease the relevant Antar account and block the access to the User to such account.

Downloading and installing of the Application shall be free of cost provided You have purchased the Antar Products and Services. However, Antar shall, in its sole discretion, reserve the exclusive right to charge You by amending the no-fee policy.

Antar shall issue a notice to You of such charges. Such charges will become automatically effective following the receipt of such notice by You. You shall be liberty to agree or not to agree such charges. If in case You prefer not to pay the charges then You shall stop the usage of the Application accordingly.

Updates:

The current version of the Application shall be auto-checked by the Application and provide the User with the Updates related to the Application. The Application installation shall authorize the Application to automatically download and installation of Application Updates.

User hereby agrees to manually download and install Updates wherever necessary. Our Terms of Use (as amended from time to time by Antar) shall govern the usage of the Application and Updates by the User.

Limited License and Geographical Extent:

All information, content, services and software displayed on, transmitted through, or used in connection with the Site(s)/Application (“Materials”) is owned by Us.

Subject to the terms and conditions set forth in this Terms of Use, Antar grants You a non-exclusive, non-transferable, limited right to access, use and display this Site(s)/Application and the Materials thereon. You agree not to interrupt or attempt to interrupt the operation of the Site(s)/Application in any way.

The geographical extent of the usage of the Site(s)/Application is worldwide. No warranty or representation will be provided by Us that the information visible on Our Site(s)/Application is appropriate content for use or display in all countries.

It is Your sole responsibility to comply with relevant laws and regulations of any country which govern the usage of the Site(s)/Application within which country You are accessing or using the Application

Antar authorizes You to view and download the Materials at this Site(s)/Application only for Your personal and non-commercial use. This authorization is not a transfer of title in the Materials and copies of the Materials and is subject to the following restrictions:

- a) You must retain, on all copies of the Materials downloaded, all copyright and other proprietary notices contained in the Materials;
- b) You may not modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose; and
- c) You must not transfer the Materials to any other person unless You give them notice of, and they agree to accept, the obligations arising under these terms and conditions Terms of Use.

You agree to abide by all additional restrictions displayed on the Site(s)/Application as it may be updated from time to time. You agree to comply with all copyright laws which are in effect worldwide in Your use of this Site(s)/Application and to prevent any unauthorized copying of the Materials.

Except as expressly provided herein, Antar does not grant any express or implied right to You under any patents, trademarks, copyrights or trade secret information. Antar retains copyright on all the text, graphics and trademarks displayed on this Site(s)/Application.

All the text, graphics and trademarks displayed on this Site(s)/Application are owned by Antar and used under license by Antar affiliates. You may print copies of the Materials on this Site(s)/Application for Your personal use and store the files on Your computer for personal use.

You may not distribute text or graphics to others without the express written consent of Antar and its affiliates. Also, You may not, without Our permission, copy and distribute this information on any other server, or modify or reuse text or graphics on this or any another system.

No reproduction of any part of the Site(s)/Application may be sold or distributed for commercial gain, nor shall it be modified or incorporated in any other work, publication or Site(s), whether in hard copy or electronic format, including postings to any other Site(s). Antar reserves all other ownership/intellectual property rights associated with the Site(s)/Application.

The information on the Site(s)/Application has been included in good faith and is for general purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as regards its accuracy or completeness.

No information on the Site(s)/Application shall constitute an invitation to invest in Antar or any of its affiliates. We and Our affiliates, or Our officers, employees or agents shall not be liable for any loss, damage or expense arising out of any access to or use of the Site(s)/Application or any Site(s) linked to it, including, without limitation, any loss of profit, special, punitive, exemplary, indirect, incidental or consequential loss.

General Information of the Application:

You can download Our Antar Smart Homes ios/android Application from the app store. The unique functionality of Our Application will permit You to control Our Products/Services from anywhere with the assistance of Portable intelligent control technology integrated into the Application.

Our Application will provide You the detailed insights of the power consumption patterns, usage history, working condition of the devices. You will have the flexibility to effectively monitor and schedule the functioning of Our Products/Services. Our Application will send You alerts following the occurrence of scheduled event or in case any emergency. The user have to understand that the power insights provided might have an error of upto 20% .

The Lock control will allow you to unlock your home from anywhere in the world.However, the threats of hacking are evolving and there is a possibility of hacking.

You will be able to use, operate and interact with Our Application with the assistance of internet / or local wifi connection of Your house based on the instructions given by Your Antar Devices. Such internet/local wifi connection will notify You with the insights collected from the Application.

Prohibition

You are hereby strictly prohibited from accessing the Site(s)/Application or utilizing the Products/Services:

- a) In violation of any law or any third party rights;
- b) To transmit any prohibited advertising or promotional materials;

- c) To damage or disrupt the functionality of Products/Services;
- d) To process any unlawful or legally prohibited information;
- e) To impersonate another person or entity, or misrepresent Your affiliation with a person or entity; and
- f) To procure unauthorized access to Products/Services or any other User account.

Taxes

Payment of all taxes and fees associated with the usage of Our WebSite(s)/Application (including downloading and installation)/Products/Services shall be paid by You.

Yours Obligations

You hereby agree, acknowledge and undertake that You will comply with the following obligations without fail:

- You are at least 18 years of age;
- You have to comply with all applicable laws and the Terms of Use governing the Site(s) access and downloading, installation and/or use of the Application.
- You are strictly forbidden from using the Antar's Application/Products/Services or Materials for any unlawful purposes;
- You shall not indulge in any activity that will put the security of Our Antar's WebSite(s)/Application/Products/Services at risk;
- It is hereby acknowledged and agreed by You that the Products and Services (Standalone or in integration with third-party products or services) are not certified for emergency response. Antar bears no liability or responsibility in relation to Products and Services except as stated in Antar warranty terms and conditions.
- The Lock control will allow you to unlock your home from anywhere in the world. However, the threats of hacking are evolving and there is a possibility of hacking. Antar bears no liability or responsibility in relation to the Lock module except as stated in Antar warranty terms and conditions.
- It is Your responsibility to ensure that the contact details furnished by You at the time of Your account registration are valid all the time;
- You are obligated to keep Your contact information accurate and up-to-date from time to time;
- Your usage of Antar's Website/Application/Products/Services shall not in any way threaten the integrity/security of Your country or any other country or put the relationship of two countries at risk;
- You shall not engage in any activity that interferes with or disrupts access to the Application or the Services;
- You shall not upload or distribute files that contain viruses, corrupted files, or any other similar software or programs with the intent to damage the operation of the Application;
- You are strictly forbidden from probing, scanning or testing the vulnerability of the Application or from breaching the security or authentication measures on the Application.
- In course of accessing Our Application You shall not attempt to extract the information which belongs to other user from the Application database;
- You shall not use the Application to perform any unlawful act or in violation of the applicable laws or the Terms of Use or any other Antar policies and procedures;
- You shall not use the Application in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Antar's Application/Products/Services; (ii) any other User's use and enjoyment of Antar's Application/Products/Services; or (iii) the services and products of any third party;
- You shall not disseminate information through the Application that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside Your home country; and
- Your use of Antar's Application/Products/Services shall not in any way abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others.

We shall have the right to suspend (temporary/permanent) Your account due to Your failure to comply with the foregoing obligations. Further We shall claim damages for any losses accrued by Us due to Your inability in fulfilling Your obligations.

Third Party Intellectual Property Rights

We shall take all reasonable precautions to protect the intellectual property rights owned by others. If You identify any infringing information on the Site(s)/Application, You have to immediately notify Us of such information We will take appropriate measures to remove such infringing information from the Site(s)/Application.

User Information:

In course of accessing Our webSite(s)/Application, You shall share certain information with Us as required by Our Application from time to time. You certify that You have the legal right to share all the information as requested by Us to facilitate You to access the Application/Products/Services without any interruption.

You agree to grant Us certain transferable, irrevocable, perpetual, worldwide and royalty-free license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from the information furnished by You.

You hereby agree and acknowledge that We have the authority to share the information provided by You with all our affiliated/associated applications.

You further agree that We are authorized to integrate Your information in a searchable format to enable Application users and affiliated/associated applications to easily access such information. We are at liberty to use Your name in association with the usage of the Your information.

We are hereby authorized by You to use any information associated with the communication You shared with Us for any purpose whatsoever. We shall not pay any compensation for exercising all the rights granted by You to Us in this Terms of Use.

Privacy of Children:

The Site(s)/Application is a general audience webSite(s)/Application. We do not intentionally collect Personally Identifiable Information (as defined below) from users of the Site(s)/Application who are under the age of eighteen (18).

If We become aware that a User of Our Site(s)/Application is under the age of 18 and has provided information to Us (e.g., placed an order, entered a sweepstakes, contest or other promotion, etc.) using Our Site(s)/Application, We will remove that child's personal information from Our files.

We may use the information to provide notices to the parents of Users under the age of 18 where that may be necessary.

Amendment:

We may modify, replace, refuse access to, suspend or discontinue the Products/Services, partially or entirely, or add, change and modify prices for all or part of the Products/Services for You or for all Users at any time and in Our sole discretion.

These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Application/Site(s). We further reserve the right to withhold, remove and/or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Terms of Use or applicable laws/regulations.

Antar has no obligation to provide You with a copy of the information You or any other User provides on the Application or that the Application has accessed.

Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Terms of Use at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the Site(s)/Application.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given Us an incorrect email id or if for any other reason You do not receive the email notice.

Therefore, We encourage You to frequently visit the Site(s)/open the Application to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Terms of Use constitutes Your acceptance of those changes.

We may also, in the future, offer new services and/ or features through the Site(s)/Application. Such new features and / or services shall be subject to the terms and conditions of this Terms of Use.

Privacy:

We encourage You to read Our Privacy Policy, and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provided on the Site(s)/Application are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You.

You acknowledge and agree that Your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that We may access, preserve, and disclose information You provide to Us at any stage during Your use of the Our Site(s)/Application. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

It is Your responsibility to protect the confidentiality of Your username and password as long as You use Our Application. It is implied that any act performed via Your account will be deemed to be performed by You or certain third party with Your consent.

If We have the reason to believe that You have furnished false/incomplete details or if You actually furnished false/incomplete details to Us then We have absolute right to permanently suspend Your account.

Communication:

You are hereby agreeing to receive telephonic calls, SMSes and/or emails from Us by visiting Our Site(s) or accessing the Application. You will receive such telephonic call/SMS and emails on the telephone number and email address provided by You to Us.

Our Service Providers shall also make telephonic calls or send You SMSs and/or emails exclusively for the purpose of facilitating You to have best experience of Our Products/Services. In order to stop the receipt of Our marketing and promotional calls notifications and any other communication received from Us, You may email Us at care@antarsmarthomes.com

Application actions on Your device:

You are hereby authorizing Us to perform the following actions on Your device after the download and installation of Our Application on Your device:

- a) We shall access the networks and all the information related/associated with such networks;
- b) We shall have the right to access, review, modify and delete the Material related to Application on the device's hard disk and/or external storage;

- c) We shall take the assistance of mobile towers and connected Wi-Fi networks to determine Your approximate location;
- d) We shall access information about Your operating system, model number, and phone number to determine Your exact location;
- e) We shall perform all reasonable/necessary acts which are crucial to retrieve information about other applications running on Your device;
- f) We shall track switched off and switched on functionality of Your device for the purpose of sending notification/ push notifications; and
- g) We shall access and change the display and sound settings of Your device to facilitate the smooth functionality of the Application on Your Device.

Feedback:

We are open to receive Your feedback on the functionality of the Site(s)/Application and Products/Services which will help Us in upgrading the functionality of the Site(s)/Application and Products/Services to provide rich user experience to Our Users.

You acknowledge that We are authorized to use Your Feedback to enrich the functionality of Our Site(s)/Application and Products/Services. You hereby grant Us a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use Your feedback for any legitimate purpose.

Ownership:

We own all rights, title, interest, copyright and other Intellectual Property Rights associated with the Site(s)/Application or in the Products/Services. Other than usage rights expressly granted to You, We reserve all other rights involved in the Terms of Use.

You hereby acknowledge that You do not own/posses any ownership rights or Intellectual Property Rights associated with the Site(s)/Application or in the Products/Services other than the expressly usage rights granted under the Terms of Use.

Limitation of Liability

Ours maximum aggregate liability to You under the Terms of Use shall not exceed INR 10000 in any circumstances whatsoever.

We will not be liable to You for any kind of indirect, incidental, consequential, punitive, exemplary or special damage/loss incurred due to accessing/using the Site(s)/Application.

You hereby expressly waives to the fullest extent permitted by law, any right to, or claim for, indirect, consequential, punitive or exemplary damages against Us. You hereby agree that, in the event of a dispute between You and Us, You shall be entitled and limited to recovering only the actual damages proven to have been sustained by You.

The limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if We have been advised of the possibility of such damage. To the fullest extent permitted by law the foregoing limitation of liability will be applicable in all applicable jurisdiction.

To the maximum extent permitted by law and the Terms of Use all exclusions and limitations are applicable to the Antar/Users of this Terms of Use.

In case We would be exposed to any liability or obligation due to enforcement of any new or amendment of existing law, then the Terms of Use shall stand terminated with effect one day prior to commencement date of such new law or amended law.

Indemnity

You will indemnify, defend, protect, and hold Us harmless from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by Us in connection with any claim arising from or related to:

- 1) Your usage of the Service via accessing Application in violation of the Terms of Use;
- 2) You have permitted any third party to use Your account in violation of Terms of Use;
- 3) Your breach of terms and conditions of this Terms of Use, statutory laws, rules and regulations; and
- 4) Your infringement, misuse, or misappropriation of any third-party intellectual property rights

If You fail to honor a timely request for indemnification and has a binding legal obligation to do so, We shall be entitled to all costs (including reasonable attorneys' fees) incurred in the enforcement of Our indemnification rights.

You shall not make a compromise or settlement of any indemnity claim without Our prior written consent. For the purpose of clarity, We shall not bear any liability or responsibility for any settlement made by You without Our prior written consent.

Confidential Information

'Confidential Information' means all information related to Antar (other than User owned information) which is visible on the Site(s)/Application or Antar proprietary information which is accessed by the User on the Site(s)/Application.

You shall not use such Confidential Information for any purpose other than the purpose for which You are permitted to use such Confidential Information. You shall not disclose Confidential Information to any third party or permit any third party to make unauthorized use of Confidential Information without Our prior written consent. Your Confidentiality obligations shall survive in perpetuity.

If You believes that You will be compelled by a court or other authority to disclose Confidential Information, You shall: (i) Give Us timely written notice so that We may take steps to oppose such disclosure, but in any event You shall not be prohibited from complying with such requirement and (ii) Cooperate with Us in Our attempts to oppose such disclosure, provided that such opposition is reasonable in light of applicable law or regulation.

If in case You stopped using the Application permanently then You are obligated to return or destroy (at Our option) the Confidential Information.

Suspension:

We are authorized, at Our sole discretion, to suspend Your access to the Site(s)/Application in the following instances:

- (a) If You access and use the Site(s)/Application in violation of these Terms of Use and fails to remedy such violation within 5 days of receipt of Our breach notice;
- (b) If You fail to make any payment due within the stipulated time duration;
- (c) If in Our opinion Your usage of Our application will put the security of the Site(s)/Application at risk; and
- (d) If We perceive that You are accessing/using the Application with the intent to commit any fraud.

To the extent permitted by law We shall endeavor to provide You the suspension notice of Your access to the Site(s)/Application. We will not be able to issue suspension notice in case the issuance of notice will put the security of Our Site(s)/Application at risk.

We will suspend Your access to Our Site(s)/Application only to the extent such suspension is needed to resolve the issue. Once We determine the concerned issue is resolved Your access to the Site(s)/Application will be promptly reinstated.

Termination

This Terms of Use shall be terminated upon the occurrence of any of the following events:

- a) Your violation of the terms and conditions of this Terms of Use;
- b) You or any third party has accessed/used Our Site(s)/Application in violation of the Terms of Use;
- c) We may terminate the Terms of Use for Our own convenience with or without cause;
- d) If in Our opinion granting access to You to the Site(s)/Application is in violation of the law; and
- e) If it comes to Our notice that You are a minor person and using the Site(s)/Application without the supervision of any guardian.

Upon the termination or expiration of the Terms of Use:

The termination of the Terms of Use in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any party against the other party, prior to such termination. We shall not incur liability for any kind of loss or damage suffered by You as a consequence of the legitimate termination of the Terms of Use by Us or You.

Termination of the Terms of Use shall not relieve You from Your obligations to Us. The provisions of the Terms of Use which, by their terms, require performance after the termination or expiration of the Terms of Use, or have application to events that may occur after the termination or expiration of the Terms of Use, will survive the Terms of Use termination or expiration.

Warranties and Representations

You hereby represent and warranty that

- a) You have attained the age of majority and legally qualified to enter into this Terms of Use as per the law;
- b) Your acceptance of the Terms of Use shall not result in violation of any laws or third party agreements entered by You;
- c) The information shared by You with Us will be true, correct and complete to the best of Your knowledge;
- d) You have the right, power, and ability to enter into and perform Your obligations under the Terms of Use; and
- e) You have not committed any criminal or unlawful act involving dishonesty or any material breach of trust or any material breach of contract or statutory duty.

Disclaimer of warranties and liabilities:

Excluding the express warranties/representations provided on the Site(s)/Application We do not provide any warranties/representations in relation to Products and Services as the Products and Services are offered on "as is" basis on the WebSite(s)/Application without any (express or implied) warranty including without limitation, warranties of title, merchantability, fitness for a particular purpose, or non-infringement.

User and Antar shall discuss and agree upon all commercial/ contractual terms. The Site(s)/Application does not implicitly or explicitly support or endorse the sale or purchase of any Products on the Site(s) /Application.

No warranty or representation will be made by Us that usage of Products/Services in association with any third-party product or service will provide high level of safety/protection. No liability for any loss/damage suffered by You due to the usage/misuse of Products/Services purchased from the Site(s)/Application will be accepted by Us.

We do not provide any warranty/representation that the functionality of the Site(s)/Application will be uninterrupted or error-free, or that the WebSite(s)/Application will be free of viruses or other harmful components.

You expressly accept that We shall not be liable or responsible for internal/external risks/threats associated with the Yours use of the WebSite(s)/Application and Products/Services.

You hereby represent and warrant that You are visiting the Site(s)/accessing the Application at Your sole risk and You will take the full liability/ responsibility for consequences occurred due to Your acts relying upon the Material/information provided on Site(s)/Application.

Compatibility:

We do not guarantee that Our Application will be compatible with all kinds of computer and mobile devices however We thrived to structure Our Application to be downloaded/installed with all sorts of computer and mobile devices.

If in case You are not able to download and install the Application on Your computer and mobile devices then You may have to modify the device configurations or download necessary software/plug-ins as directed by Us to experience the User friendly functionality of Our Application.

Third party products

We do not provide any warranty/representation for all third party products/services sold along with Our Services/Products. Such third party products/services shall be governed by the warranty and other terms established by such third party manufacturer.

Such third party manufacturer is solely responsible for the product support and service. It is Your responsibility to contact the third party manufacturer for service, support, or warranty assistance.

Arbitration:

The parties hereto will attempt to settle any claim or controversy arising out of or relating to this Terms of Use via arbitration. All arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

The venue for any such arbitration shall be Hyderabad. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, and final. The arbitrator shall have the power to require the non-prevailing party to pay his fees and the fees of the arbitration and the prevailing party's legal fees and expert's fees.

Open source software:

You acknowledge that Your use of Our Application/Services/Products will involve access/usage of certain open source software. Access/usage of such open source software shall be governed by terms and conditions of such open source software.

We suggest You to review and understand the implications of such open source software terms and conditions. You hereby agree to comply with such open source software terms and conditions without fail.

Security:

It is Your sole responsibility to ensure that the Usage of Our Application/Products/Services is appropriate for Your intended use and will meet all Your business/personal/legal requirements which are applicable to Your intended use. It is Your responsibility to adopt and implement adequate security measures to safeguard Your own information.

Such security measures shall include:

- (a) Proper downloading and installation of Our Application;
- (b) Monitoring and controlling access to Your application by others,
- (c) Maintaining backup copies of Your information; and
- (d) Adoption of high end technology to provide top class security to Your Information.

Miscellaneous Provisions:

Assignment:

This Terms of Use may not be assigned/transferred in whole or in part by You without Our prior written consent. Nothing in the Terms of Use will restrict Us from assigning/transferring the Terms of Use to any of Our affiliate or successor in interest or any third party.

Any transfer/assignment by You in violation of the Terms of Use will be null and void. This Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Governing Law:

This Terms of Use shall be governed by and construed in accordance with the laws of India. The parties agree that they shall submit to the exclusive jurisdiction of courts at Hyderabad.

Entire Agreement:

This Terms of Use is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

Waiver:

The failure of either party at any time to require performance of any provision of this Terms of Use in no manner shall affect such party's right at a later time to enforce the same.

No waiver by either party of any breach of this Terms of Use, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Terms of Use .

Severability:

If any provision of this Terms of Use shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Terms of Use shall in no way be affected or impaired thereby and each such provision of this Terms of Use shall be valid and enforceable to the fullest extent permitted by law.

In such case, this Terms of Use shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

Equitable relief:

You hereto agree that in the event there is a breach of any provision of the Terms of Use by You, the damage to Us hereto would be difficult to estimate and as a result, in the event of such a breach, We, in

addition to any and all other remedies allowed by law, would be entitled to injunctive relief enjoining Your actions.

Force Majeure:

If and to the extent that either party may be precluded or delayed from performance of its contractual obligations hereunder due to any unavoidable, unforeseeable or uncontrollable event which is beyond such party reasonable control, such performance is excused to the extent and for the time necessitated by such force majeure event.

Notices:

We shall send all notices to You to Your registration email or put the notice on the Site(s)/Application in place visible to all users.

Relationship of the parties:

It is understood and agreed that Antar and User are independent parties. Nothing contained or implied in the Terms of Use creates a relationship of employer-employee between the parties nor does it create a joint venture, partnership, or similar relationship between the parties.

No third party beneficiaries:

There are no third-party beneficiaries of the Terms of Use or of the transactions contemplated hereby. Except as stated in the Terms of Use no rights are created for the benefit of any person who is not a party to the Terms of Use. Only Antar and User shall have the right to enforce any provision of the Terms of Use.

Construction:

The headings of sections used in the Terms of Use are not intended for interpretation usage in relation to Terms of Use and purely are intended for convenience only. In this Terms of Use, references to "includes," "including," "including but not limited to," "including without limitation" and words or phrases of similar import shall be deemed to have the same meaning