

# TERMS OF SERVICE

These terms of service (“**Terms**”) along with privacy policy (“[Privacy Policy](#)”) form a legally binding agreement (“**Agreement**”) between you and us (“**Wyvaa Software Labs Pvt Ltd**”, “**Onemyle**”, “**Our**”, “**We**”).

Hence, We insist that you spend time reading these Terms and Privacy Policy and let us know at [admin@onemyle.io](mailto:admin@onemyle.io) if you have any questions regarding the same. We will try our best to answer your queries. The terminologies "You", "Your", "User" And "Users" shall be read in context and shall refer to You.

You agree to be bound by these Terms by:

1. downloading and/or installing the Platform on Your device as a registered user; or
2. as a visitor (which means that you simply browse the platform without limitation, through a mobile or other compute device like computer, or otherwise use the Platform without being registered)

You also state that:

3. you are legally capable of forming a binding contract. If case of minor, your parents/legal guardian to have consented to your use of the Platform;
4. you will at all times comply with these Terms and all applicable laws and regulations;
5. you are not legally barred under applicable laws from using the App.

## DEFINITIONS AND INTERPRETATION

Capitalised terms, not defined elsewhere in this Agreement, shall mean as follows:

- “**App**” or “**Platform**” used interchangeably means the Onemyle Technology Platform and Onmyle mobile App downloadable from Google Play or Apple App Store, and owned by Us, including any updates thereof.
- “**User**” or “**You**” or “**Your**” refers to a person who has accepted this Agreement in order to download and use the App or signin and use the Platform
- “**Sponsored Content**” means content distinct from other regular editorial content displayed on the App, in the form of audio, video, text and/or image media which supports a third party Person’s brand message or views that is readily identifiable upfront through distinct and distinguishable font, colour, display schemes and/or



usage of disclaiming words other than those used for regular editorial content (such as “Ad”, “Powered by”, “Sponsored by”, “With”, “Advertorial” and such other phrase of like meaning).

Any reference to the singular includes a reference to the plural and vice versa, and any reference to one gender includes a reference to other gender(s), unless explicitly provided for.

Headings and captions are used for convenience only and not for interpretation of the Agreement.

Any reference to a natural person shall, include his/her heirs, executors and permitted assignee and any reference to a juristic person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

## ABOUT ONEMYLE

Onemyle is a mobile and/or desktop application or “Platform” that allows you to view and use content aggregated from different sources (“Content”, “Stories”) about various neighbourhoods.

Onemyle is an intermediary and uses an enabling technology that categorises Content from various sources and allows You to explore, search, access, view and share the Content with third parties based on these categories.

The Platform does not host, display or transmit any content owned by third parties on its servers, unless We either have a licence to host, display or transmit over such content or are otherwise permitted under the applicable laws to do the same (e.g. “Fair use” is a legal doctrine that says you can reuse copyright-protected material under certain circumstances without getting permission from the copyright owner. Different countries have different rules about when it’s OK to use material without the copyright owner’s permission).

When You read a summary, You will be provided with a link to one of the online sources of such summary. If You chose to access such a link, You acknowledge and accept that you are leaving the Platform and We shall have no liability, obligation or responsibility



for any data breaches or damages arising herewith from Your use of such online sources on third party sites.

You agree and acknowledge that Onemyle is only an intermediary and that does not provide any content of its own accord and is not responsible or liable for the content or accuracy of the

summary of content that may be accessed by You.

## YOUR AGREEMENT WITH ONEMYLE

You have to register as a User by providing prescribed information which will be governed by our [Privacy Policy](#).

You understand that You will be able to access the Content on the Platform after completing the required login process. You agree that the information provided by You to create an account on the Platform is legal, valid, accurate, up-to-date and belongs solely to You and can be authenticated by Onemyle. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

You agree that you are solely responsible for the activity that occurs under your account.

A violation of any provisions of this Agreement may result in a legal liability upon You and that nothing in these Agreement should be construed to confer any rights to any third party. You are responsible for Your conduct and activities while using the App, and for any consequences thereof.

## USING ONEMYLE

Subject to the Terms and Conditions You are granted only a limited, non-transferrable, non-exclusive, revocable licence to make personal and non-commercial use of the Platform.

Services offered by Onemyle through the Platform, may require prior registration by the User. To gain access to the Services, You will be required to create an account by



completing the registration process. As part of such a registration process, You will be required to provide Us with current, complete and accurate information pertaining to such details as prompted by the applicable registration flow

You will download and install the Platform from Google Play or Apple Platform Store for using it. You will also download and update the relevant latest versions of the Platform and any relevant updates provided by Us to avail continued access to the App.

You will use the Platform only for such purposes as is permitted by

(a) this Agreement; and

(b) any law, regulation or generally accepted practices or guidelines applicable in the country of which You are a citizen, in which You are a resident or from where You use the App.

For any content you create using the App, You grant Us a limited, non-exclusive, transferable, assignable licence to use the same in accordance with the terms and conditions, privacy policy, content regulation policy, any other policy of Us and any agreement executed by You and Us, and such a licence/agreement will include Our right to sub-licence.

For using any content owned by a third party, You require a licence from such third party, We don't licence such content to You and Your use of content owned by a third party is governed by applicable terms and conditions prescribed by such third party.

## RESTRICTIONS ON YOUR USE

Your access to and use of the Services offered by Onemyle platform is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms;
- carry out any activity during the access or use of our Services which is unlawful, misleading, discriminatory or fraudulent in any way.
- make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code,

algorithms, methods or techniques embodied by the Services or any derivative works thereof;

- distribute, licence, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- use the Services, without our express written consent, for any commercial or unauthorised purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way:
  - files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
  - any unsolicited or unauthorised advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other prohibited form of solicitation;
  - any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
  - any material which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;



- any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
- any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
- any material that contains a threat of any kind, including threats of physical violence;
- any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide;

You will not attempt to or engage in any activity that may:

- reverse engineer, decompile or otherwise extract the source code related to the Platform or any part thereof, unless it is expressly permitted by Onemyle to You in writing or is required by the applicable law;
- use any robot, spider, retrieval application, or other device to retrieve or index any portion of the Platform or content thereof;
- collect information about users of the Platform for any illegal or unlawful purpose;
- create any user accounts by automated means or under false or fraudulent pretences for using the App;
- transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the App;
- use the Platform in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the App, or interfere with any other Users' use and enjoyment of the App;
- carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Platform or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Platform or any part of the Platform or any user of the App;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the App; or obtain any materials or information through any means not intentionally made available, in the opinion of Onemyle, through the App.



## REPORTING VIOLATIONS AND CONTENT TAKEDOWN

You can report any violation of these Terms by writing to the Grievance Officer (details in “Grievance Officer” section) and we will endeavour to address Your concern within 15 days.

We will review Your objections, and reserve the right to modify/retain our decision on any complaint against content shared on the App.

Our Team’s assessment of any complaints relating to content shared will be limited to whether such content violates these Terms or Our own internal policies and guidelines. Such a decision will be final and binding and we do not undertake any legal analysis or judgement on the nature of reported content.

We will respond to Your reports of violations no later than 15 days by:

- Taking down such violating content; or
- Suspending/blocking of the violating user’s account; or
- Terminating the violating users’ access to the App.

## TERMINATION

You may terminate this Agreement by uninstalling or deleting your account in the Platform at any time, for any reason. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added

We reserve the right to disable or terminate your user account, remove or disable any content you upload or share at any time, including if you have failed to comply with any of the provision of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations. Upon such termination or suspension, you may not access or use the Platform, and you agree that you will not attempt to re-register with or access the Platform through the use of a different member name or otherwise.



On termination of this Agreement, all of Your profile Content and other information may be deleted. However, certain details are maintained with us for archival and legal purposes. Irrespective of your termination, the Content liability shall continue with the User at all times. Upon termination of the Agreement, your right to use the Platform, including mobile software will automatically terminate. Onemyle will not have any liability whatsoever to you for any suspension or termination, including for deletion of your user content. Onemyle will hold and use the content/data as long as required and/or permissible under local laws. All provisions of the Agreement which by their nature should survive shall survive termination of this Agreement, including without limitation, warranty disclaimers, governing law, and limitations of liability.

Onemyle reserves the right to change these Terms from time to time. If You do not agree to any such changes, You have the discretion to discontinue from accessing, availing or using the Platform. Continued access or use of the Platform following notice of any such changes will indicate Your acknowledgement of such changes and You will be bound by such revised Terms.

## INTELLECTUAL PROPERTY

Your use of the Platform is, and at all times shall be, governed by and subject to the laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by Your use of the Platform.

Onemyle owns and retains all the intellectual property rights to the summarised content made available to You through the Platform but does not claim ownership rights to the original sources of information, which are instead held by the sites to which the Platform or the Platform may link You.

All trademarks, brands and service marks of the Platform are the property of Onemyle only. Onemyle owns all of the copyrights and database in relation to the Platform and the Platform. The content included on this website, including, but not limited to the tests, reports, text, graphics, logos, icons, and images is the exclusive property of Onemyle and other respective owners that have granted Onemyle the right and licence to use such property and is protected by Indian and international copyright laws.





Any intellectual property which is not specifically mentioned to be owned by Onemyle is owned by their respective owners and You may need to get permission directly from the owner of the intellectual property. The owners have a right to take appropriate actions against You for any violation, infringement or passing off.

Onemyle respects the intellectual property rights of others and does not hold any responsibility for any violations of any intellectual property rights by You

## PRIVACY

You understand and accept that all the user information collected by Onemyle may be shared and distributed with Onemyle's business associates (including but not limited to partners, advertisers, contractors, etc.) and affiliates. For more details, please refer to our Privacy Policy which is incorporated herein by reference.

Onemyle may collect some of Your personal information and data while accessing, availing and/or using the Platform. Such information collected is only attributed to the functionality of the Platform and for no other purpose whatsoever. You may read Onemyle's Privacy Policy by visiting the following link - [Privacy Policy](#)

We take the protection of your privacy very seriously, and hence we accord all information related to your account with the high standards of data protection and security measures as mandated under the Information Technology Act 2000 and the rules thereunder. Our current Privacy Policy is available here - [Privacy Policy](#)

## LIMITATION OF LIABILITY AND INDEMNIFICATION

Your use of the Platform or any content available thereof is entirely at Your own risk and We shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to Your use of the Platform.

You may terminate Your access if You are not satisfied with the Platform.

You shall defend, indemnify and hold Onemyle and its officers, directors, employees,



representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from

- Your use of Onemyle; or
- Your breach of any rules, regulations and/or orders under any applicable law.

You are also responsible for any breach of Your obligations under the Agreement and/or for the consequences of any such breach.

## NO WARRANTIES

We shall make our best efforts to make the Platform available to You in the best possible manner. However, We disclaim all warranties, whether express or implied, including but not limited to:

- the Platform being constantly available or available at all;
- installation or un-installation choices in relation to the Platform being successfully executed in all cases;
- that Platform will always function without disruptions, delay or errors;
- Your personal ability to use the Platform;
- Your satisfaction with the use of the Platform;
- the accuracy of the data provided by the Platform;
- the security and privacy of Your data;
- that all bugs or errors in relation to the Platform will be corrected;
- that the Platform will be compatible with all devices and all networks;
- that the Platform is fit for a particular purpose or use;or
- that the Platform and the contents thereof are accessible in every location

## GOVERNING LAW AND DISPUTE RESOLUTION

The construction of these Terms shall be determined in accordance with laws and rules in force in India and shall be subject to the exclusive jurisdiction of the Courts in Bengaluru and no other court.

All disputes arising under or in relation to this Terms shall be referred to arbitration before a sole arbitrator. If the Parties fail to agree on the appointment of a sole arbitrator within the time stipulated under the Indian Arbitration and Conciliation Act, 1996 (the



"Act") the Parties shall approach the competent Court under the Act for appointment of the Sole Arbitrator. The Arbitration proceedings shall be carried out in accordance with the Act and the Rules framed thereunder and the place of Arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in English. The arbitrator's award shall be final and undisputable by both Parties.

## COMMUNICATION & NOTICES

When You use the Platform or send emails or other data, information or communication with Onemyle, You agree and understand that You are communicating with Onemyle through electronic records and You consent to receive communications via electronic records from Onemyle periodically and as and when required. Onemyle may communicate with You by email provided by You in Your communications or at the time of registration or by any other mode of communication, electronic or otherwise.

You will have been deemed to received such notices within 3 (three) days of Us sending the notice. Your continued use of the Platform on expiry of such 3 (three) days shall constitute Your receipt and acceptance of the notices sent to You.

## DISCLAIMER

THE PLATFORM, ITS FEATURES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND "WITH ALL FAULTS".

YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU WILL NOT USE THE PLATFORM IF YOU DO NOT

UNDERSTAND,

AGREE TO BECOME A PARTY TO, AND

ABIDE BY ALL THE TERMS SPECIFIED IN THIS AGREEMENT.

ANY VIOLATION OF THIS AGREEMENT MAY RESULT IN LEGAL LIABILITY UPON YOU. NOTHING IN THE AGREEMENT SHOULD BE CONSTRUED TO CONFER ANY RIGHTS TO ANY THIRD PARTY OR ANY OTHER PERSON.

Your correspondence or business dealings with, or participation in promotions of, Sponsored Content or activity providers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You



and such provider of Sponsored Content. We will not be responsible nor liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Sponsored Content on the Platform.

## SEVERABILITY, FORCE MAJEURE, WAIVER, SURVIVAL

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

The performance of any part of this Agreement by Onemyle and its business associates, affiliates shall be excused on account of Force Majeure events (including but not limited to act of god, public enemy, epidemics declared as pandemics, revolt, strikes, riot, terrorist attack, fire, flood, war, typhoon and any regulation of the government or order of any competent statutory or judicial authority or of any government), or any other cause beyond the reasonable control of Onemyle, or act of any third party beyond the control of Onemyle including but not limited to hacking, data theft, unauthorised access to User account, impersonation, fraud, misrepresentation and so on.

The failure of Onemyle to enforce at any time any of the provisions of this Terms shall not be construed to be a waiver of its right, power, privilege or remedy or as a waiver of any preceding or succeeding breach on Your part to this Terms nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Terms all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to Onemyle at law or in equity.

These Terms, and any modifications, alterations or amendments to, shall remain in full force and effect while You use the Platform and the provisions related to Intellectual Property, Representations and Warranties, Liability, Indemnity, and all other provisions which by their nature survive the termination of the Agreement shall continue to apply even after termination of this Agreement.



## MODIFICATION TO THE TERMS

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however you should look at the Terms regularly to check for such changes.

We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. You acknowledge and agree that it is Your responsibility to review these Terms periodically and become aware of modifications.

Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If You disagree with any of the changes to the Terms, please refrain from accessing or using the Platform. Your continued access or use or availing of the Platform following the posting of revised Terms will indicate Your acceptance and acknowledgement of the changes and You will be bound by it.

## GRIEVANCE OFFICER:

For any other concerns, queries or grievances relating to Your use of the platform please write to <SPECIFIC NAME> Grievance Officer at [admin@onemyle.io](mailto:admin@onemyle.io) with the following details:

- Name:
- Email id:
- Contact number:
- URL of the alleged infringing post:

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