**Terms of Use / Service Agreement**

BeWorld is owned and operated by BeWorld Web Services Private Limited having its Regd. Office at 8-2-310/A/18/B, Road No.14, Banjara Hills, Hyderabad-500034, India.

BeWorld is the Master Social Application that consists further sub-applications such as:

- Khobor (Newsfeed)
- Bibaha (Matrimony)
- Porichoy (Dating)
- Bajaar (Marketplace)
- Events (Events)
- Blog (Blog)

The aforementioned Sub-Apps shall be regulated but not limited to its own terms and conditions. BeWorld shall be referred to as the Master App in the terms and conditions of the Sub Apps.

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the BeWorld Application (hereinafter refereed as “App”). By signing up for this App, you agree to be bound and to comply with the terms and conditions as set about hereunder.

1. As used in this Agreement, "we"/ "our" /"us" means BeWorld and the applications owned by it, and "you" means the user (together as “parties”). "App" means an application downloaded by a user to a mobile device and, depending on the context, refers to BeWorld.
2. This Agreement sets out the legally binding terms for your use of the App and Usership. This Agreement may be modified by BeWorld from time to time. The Usership and rights of admissions are reserved.
3. This Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
4. Beworld is a platform exclusively for Bengalis in India, Bangladesh and Rest of the World for social networking, cultural expression, community integration and linguistic oneness.. The App is for the personal use of individual Users to advertise and promote their profiles that enable people to connect with each other and build communities.
5. Beworld does not charge you to use features or the other services/products covered by these Terms, unless we state otherwise. Instead, businesses, organisations and other persons pay the App to show you ads for their products and services. By using the App, you agree that the App can show you ads that the App may think to be relevant to you and your interests. The App uses your personal data to help determine which personalized ads to show you.
6. The App doesn’t sell your personal data to advertisers, nor does it share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell intimate the App for the kind of audience that they want to see their ads, and the app accordingly show those ads to people who may be interested. The App further provides advertisers with reports about the performance of their ads that help them understand how people are interacting with their content.
7. **Absolute Acceptance of Terms of Use Agreement**
   a. In order to use the App, you must download BeWorld (the App) and give access to all the required permissions necessary on the mobile/phone/Electronic Device. BeWorld is an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the App and to become a "User." For purposes of this Agreement, the term "User" means a person who voluntarily submits information to the App whether such person uses the Service as a free User and User shall mean a person who actively uses the App to promote his/her profile for purpose as stated in clause 4 of this agreement. Users of the App are granted a nonexclusive, limited right to use and access the content and services offered in accordance with these Terms and Conditions.
   b. By using the App, you agree to be bound by these Terms of Use ("Agreement"). If you wish to become a User and promote/advertise your profile to other Users and make use of the App service ("Service"), read these Terms of Use and follow the instructions in the registration process. By using the Service, you consent to submit your personal identifiable information including sensitive personal data such as your financial data for the Usership, Identity proofs if submitted, religion etc, to collect, process, display and use the said

information to provide the Service and if you have any objection in collecting/processing your personal data, we advise you not to register with our App.

c. If you want to withdraw this consent or if you have any objection in continuous collection or storage of your personal details, you must discontinue using our Service and delete your account by sending an email from your registered email ID to beworld1234@gmail.com.

d. You and the App are independent parties, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Website or otherwise, that reasonably would contradict anything either in this Section or in this Agreement.

e. Your experience on BeWorld is unlike anyone else's: from the Posts, Stories, events, ads and other content that you see in the App's News Feed or our video platform to the pages/handles that you follow and other features you might use, such as the Marketplace of BeWorld and search. For example, we collect data about the connections you make, the choices and settings you select and what you share and do on and off our Products to personalize your experience. We use data to make suggestions for you and others – for example, groups to join, events to attend, follow or send a message to, shows to watch and people you may want to become friends with. Stronger ties make for better communities, and we believe that our services are most useful when people are connected to people, groups and organizations that they care about.

f. People will only build community on the App if they feel safe and secure. We work hard to maintain the security (including the availability, authenticity, integrity and confidentiality) of our Products and services. We employ dedicated teams around the world, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our Products, harmful conduct towards others and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct such as this, we may take appropriate action based on our assessment that may include notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account or contacting law enforcement. BeWorld may access, preserve, use and share any information it collects about you where it has a good faith belief that it is required or permitted by law to do so.

g. Your actions will be governed under community standards by BeWorld. Community Standards are a living set of guidelines that keep pace with changes happening online and in the world. These polices exist to ensure that everyone's voice is valued and BeWorld takes great care to craft policies that are inclusive of different views and beliefs- in particular those of people and communities that might otherwise be overlooked or marginalized. Groups are proactively monitored for hate speech and calls for violence using a combination of the latest technology and human review. If there is a Group found like this, it is taken down and if necessary, the authorities are alerted. Posts that violate Community Standards on things like hate speech are removed and we remove any groups that consistently violate those standards. This enforcement policy ensures that when reviewing a group to decide whether or not to take it down, we now look at admin and moderator content for violations.

h. We use and develop advanced technologies such as artificial intelligence, machine learning systems and augmented reality so that people can use our Products safely regardless of physical ability or geographic location. For example, technology such as this helps people who have visual impairments understand what or who is in photos or videos shared on BeWorld. We also build sophisticated network and communication technology to help more people connect to the Internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our products and services.

8. **Eligibility**

a. By using this App, you represent and warrant that you have the right, consent, authority, and legal capacity to enter into this Agreement; submit relevant information to us; and that you are not prohibited or prevented by any applicable law for the time being in force or any order or decree or injunction from any court, tribunal or any such competent authority.

b. You also agree to abide by all of the terms and conditions of this Agreement. In an event wherein the App is of the opinion (in its sole discretion) or has any reason to believe that you are not eligible to become a User or that you have made any misrepresentation, App reserves the right to forthwith terminate your Usership and / or your right to use the Service without any refund to you of any of your unutilized subscription fee.

**9. Account Security**

You are responsible for maintaining the confidentiality of your login credentials you designate during the registration process, and you are solely responsible for all activities that occur under your account. You agree to immediately

notify us of any disclosure or unauthorized use of your account or any other breach of security, and ensure that you log out from your account at the end of each session.

**10. Other Terms of Use for Users**

a. App reserves the right in it's sole discretion to review the activity and status of each account and block access to the User based on such review.

b. App reserve the right at its sole discretion to restrict/suspend your access to the App based on review of the User's activity, status or any such criteria App may deems fit and proper with due intimation to you.

c. You hereby confirm that as on date of this registration, you do not have any objection to receive emails, SMS/WhatsApp messages and calls from App and Users of App as long as you are a registered User of App including SMS permission for authenticating mobile verification and transactions via OTP, sent by the Payment Gateway. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR). This consent extends to emails, messages or calls relating but not limited to phone number verification.

d. Multiple profiles of the same person are not allowed on our App. App reserves the right to deactivate all multiple profiles without any refund of subscription fees.

e. You confirm that the Content, information including the personal information provided by you is correct and accurate. If you are creating the profile on behalf of your friend/sibling/children, you hereby agree that you have the required permission from the particular person whose profile is created on App by you. Impersonation is crime and punishable under various laws.

f. You must submit copy of your Driving License, Passport or any other Government issued identity and add a trust badge to your profile.

g. You will not transmit any chain letters or junk email to other App Users. Although App cannot monitor the conduct of its Users off the App, it is also a violation of these rules to use any information obtained from other Users in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

h. App reserves the right to take appropriate steps to protect App and/or its Users from any abuse/misuse as it deems appropriate in its sole discretion.

i. You hereby agree that you shall not use the Services and the platforms to harass any User.

j. You cannot use any automated processes, including IRC Bots, EXE's, CGI or any other programs/scripts to view content on or communicate / contact / respond / interact with App and/or its Users.

k. App reserves the right to screen communications/advertisements that you may send to other User(s) and also regulate the same by deleting unwarranted/obscene communications/advertisements at any time at its sole discretion without prior notice to any User.

l. App Users are expected to exercise simple precautions for their privacy and safety. By becoming a User you hereby agree to be responsible for your own privacy and safety.

m. We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

i. Who can use BeWorld

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Provide for your account the same name that you use in everyday life.
- provide accurate information about yourself;
- Only create one account (your own) and use it for personal purposes.
    - not share your password, give access to your BeWorld account to others or transfer your account to anyone else (without our permission).

ii. We try to make BeWorld broadly available to everyone, but you cannot use BeWorld if:

- You are under 13 years old.
- You are a convicted sex offender.
    - We've previously disabled your account for violations of our Terms, the Community Standards or other terms and policies that apply to your use of BeWorld. If we disable your account for a violation of our Terms, the Community Standards or other terms and policies, you agree not to create another account without our permission. Receiving permission to create a new account is provided at our sole discretion, and does not mean or imply that the disciplinary action was wrong or without cause.
    - You are prohibited from receiving our products, services or software under applicable laws.

iii. What you can share and do on BeWorld:

We want people to use BeWorld to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- That violates these Terms, the Community Standards, or other terms and policies that apply to your use of our Products/Services.
- That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our Products Products/Services in such a way).
- That you do not own or have the necessary rights to share.
- That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.

n. You may not misuse any reporting, flagging, dispute or appeals channel, such as by making fraudulent, duplicative or groundless reports or appeals.

o. If we remove content that you have shared in violation of the Community Standards and applicable laws we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

**11. Proprietary Rights in the Content on App**

App owns and retains all proprietary rights in the App and the App Service. The App contains the copyrighted material, trademarks, and other proprietary information of App, and its licensors. Except for that information which is in the public domain such as User profile or for which permission has been obtained from the user, you cannot copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. Any such act or an attempted act on your part shall constitute a violation of this Agreement and your Usership is liable to be terminated forthwith by App without refund of any of your unused Subscription fees. App reserves right to take legal action (civil and/or criminal) wherever applicable for any violations.

**12. Content Posted on the App**

a. You will be solely liable for any content uploaded on the app and the consequences thereof.

b. You understand and agree that App may delete any listing, content, communication, photos or profiles (collectively, "Content") that in the sole judgment of App violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of either App and/or its Users.

c. With respect to Content you submit or make available for inclusion on publicly accessible areas of the App including but not limited to your contact details, you hereby unconditionally and irrevocably grant to App the consent and license to use, store, distribute, reproduce, prepare derivative works of, modify, adapt, publicly perform and publicly display such Content on the App and to the Users of App community App(s) from time to time.

d. By submitting your success story you hereby expressly authorize App to use, publish, display your photographs and testimony on the App.

e. You understand and hereby agree that all information, data, text, photographs, graphics, communications, tags, or other Content whether publicly posted or privately transmitted or otherwise made available to App are the sole responsibility of the person from whom such Content originated and shall be at the User's/person's sole risks and consequences. This means that you (and not the App) are solely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. App does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. We advise all User/s to independently verify the content /information posted by the other Users before acting upon the same and under no circumstances will App be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

f. App reserves the right to verify the authenticity of Content posted on the App. In exercising this right, App may ask you to provide any documentary or other form of evidence supporting the Content you post on the App. If you fail to produce such evidence to the satisfaction of App, the App may, in its sole discretion, terminate your Usership without a refund.

g. The following is an indicative list of the kind of Content that is illegal or prohibited on the App. App will investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement, including without limitation, removing the offending communication/Content from the Service and

terminating the Usership of such violators without a refund. Illegal and prohibitive Content includes Content which:

i. is blatantly offensive to the community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
ii. harasses or advocates harassment of another person;
iii. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
iv. promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, seditious, defamatory or libelous;
v. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
vi. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
vii. displays pornographic or sexually explicit material of any kind;
viii. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
ix. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
x. solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
xi. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes

h. You must use the App Service in a manner consistent with any and all applicable local, state, and federal laws, rules and regulations.

i. You cannot include in your User profile, visible to other Users, any telephone numbers, street addresses, URL's, and email addresses.

j. Specifically, when you share, post or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content. It may take up to ninety days to delete content after we begin the account deletion process or receive a content deletion request. If you send content to the bin, the deletion process will automatically begin in thirty days unless you choose to delete the content sooner. While the deletion process for such content is being undertaken, the content is no longer visible to other users. After the content is deleted, it may take us up to another ninety days to remove it from backups and disaster recovery systems.

k. You give us permission to use your name and profile picture and information about actions that you have taken on BeWorld next to or in connection with ads, offers and other sponsored or commercial content that we display across our products/services, without any compensation to you.

## Acceptable Use and Conduct for posting of contents for specific and separate mention and compliance EU region

**Objectionable Content:** By using this software or service, you agree not to post, transmit, or make available any content that is objectionable, offensive, harmful, or infringing upon the rights of others. This includes, but is not limited to, content that is discriminatory, defamatory, harassing, threatening, or pornographic in nature. We maintain a zero-tolerance policy towards objectionable content and reserve the right to take immediate action against any users in violation of this policy.

**Abusive Behavior**: We are committed to providing a safe and respectful environment for all users. You are strictly prohibited from engaging in abusive or disruptive behavior, which includes but is not limited to harassment, cyberbullying, hate speech, stalking, or any activity intended to harm or intimidate others. Such behavior will result in the suspension or termination of your account.

**Reporting Violations**: We encourage users to report any violations of our Acceptable Use and Conduct policy. Reports can be made through the provided reporting mechanisms or by contacting our customer support team. We will investigate all reports and take appropriate action in accordance with our policies.

**Consequences**: Violation of these guidelines may result in a range of actions, including warnings, temporary or permanent account suspension, or legal action where applicable. We reserve the right to make these determinations at our discretion.

**Legal Compliance**: In using our software or service, you agree to comply with all applicable laws and regulations, including those related to data privacy, copyright, and intellectual property. Any violations may result in immediate termination of your account and potential legal action.

**13. Term and Termination**.

a. This Agreement will be effective, valid and subsisting as long as you use our App.

b. You may terminate your Usership at any time, for any reason by writing to App. In the event you terminate your Usership, you will not be entitled to a refund of any unutilized subscription fees, if any, paid by you.

c. App may terminate your access to the App and/or your Usership for any reason including but not limited to breach of the terms of use, using the service for commercial purpose, engaging in prohibited or inappropriate communication or activity, by sending notice to you at the email address as provided by you in your application for Usership or such other email address as you may later provide to App. If App terminates your Usership for breach of terms of this Agreement, you will not be entitled to any refund of any Subscription fees, if any, paid by you.

d. Certain provisions of this Agreement including sections 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 of this Agreement shall remain effective even on termination.

e. Term for the paid Usership would be in accordance with the type of Usership undertaken.

**14. Non-Commercial Use by Users**

The App is for the personal use of individual Users to advertise and promote their profiles for the purposes as stated in clause 4 of this agreement and cannot be used in connection with any commercial endeavors. Using content from the App for creating derivative works with a commercial motive is strictly prohibited. This includes providing links to other web Apps, whether deemed competitive to App or otherwise. Organizations, companies, and/or businesses cannot become Users of App and should not use the App Service or App for any purpose. Illegal and/or unauthorized uses of the App, including unauthorized framing of or linking to the App will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

15. **Copyright Policy**.

You cannot post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

Without limiting the foregoing, if you believe that your work has been copied and posted on the App service in a way that constitutes copyright infringement, please provide us with the following information:

a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

b. a description of the copyrighted work that you claim has been infringed;

c. a description of where the material that you claim is infringing is located on the App;

d. your address, telephone number, and email address;

e. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

g. Notice of claims of copyright infringement can be sent to us in writing to the Hyderabad address located under the Help/Contact section on the App.

h. Your Interaction with other Users & User Disputes.

i. You are solely responsible for your advertisement/communications with other App Users. App reserves the right, but has no obligation, to monitor disputes between you and other Users. App also reserves the right to take appropriate action against errant Users. However, App is not obliged to share such action with other Users, including complainants. App expressly disclaims any responsibility or liability for any transactions or interactions between the Users inter-se.

16. **Limitation on Liability**:

a. Any information provided on the App including information of Users may not be necessarily correct, true or reliable, and that any reliance placed thereon and any action taken on the basis thereof shall be entirely / solely at the risk of the concerned User. Users hereby agree that access to the content available on the App is provided to Users on an 'AS-IS' and 'AS-AVAILABLE' basis. Users wishing to use the information so provided are advised to conduct their own due diligence, in respect of the content on the Platform, at their own initiative, cost and effort. Company does not advise / recommend a User to establish any contact / interaction with other Users or any based on the data / information as furnished in such User's profile / photograph etc. and the User opting to build contact or interact shall do it solely at his / her own risk. The App cannot be held responsible or liable, in any manner whatsoever, in respect of any reliance placed on any information displayed / placed on the Platform, since the same purports merely to act as indicators of the general scenario in the related behalf. The App will not be liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement , even if we have been advised of the possibility of such damages.

b. App assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of User communications. App is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials /information from the Platform.

c. In no event will the App, its creator or the company owning the App be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the App or the App Service, even if the App has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the App's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to App, for the Service during the term of Usership.

17. **Privacy:**

Use of the App and/or the App Service is governed by our Privacy Policy and follow guidelines to protect your privacy.

18. **Disclaimers:**

a. The App is not responsible for any incorrect or inaccurate Content/listing posted on the App or in connection with the App Service, whether caused by Users, Users or by any of the equipment or programming associated with or utilized in the Service, nor for the conduct of any User and/or User of the App Service whether online or offline.

b. The App assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User and/or User communications or any communications by App to its Users.

c. The App is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any App or combination thereof, including injury or damage to Users and/or Users or to any other person's computer related to or resulting and/or in connection with the App Service.

d. Under no circumstances will the App be responsible for any loss or damage resulting from anyone's use of the App or the Service and/or any Content posted on the App or transmitted to App Users. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Users.

e. The App shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations established pursuant to the use of App service.

f. The App and the Service are provided "AS-IS" and App expressly disclaims any warranty of fitness for a particular purpose or non-infringement. App cannot guarantee and does not promise any specific results from use of the App and/or the App Service. You understand that App makes no guarantees, either express or implied, regarding compatibility with individuals you meet through the Service.

g. The App expressly disclaims any liability or responsibility whatsoever and howsoever arising as a result of any Content/listing posted on the App / made available to App by any Users or the users of the App or any third party.

h. The App does not assume any responsibility or liability for any illegal Content posted on the App by any Users, users or any third party.

i. All liability, whether civil or criminal arising out of any Content that is Posted on the App will be of that User / user / third party who has Posted such Content and App reserves its right to claim damages from such User/ user / third party that it may suffer as a result of such Content Posted on the App. App does not claim ownership of Content you submit or make available for inclusion on the Service.

j. The terms and conditions present in the agreement may be updated from time to time to reflect changes in this agreement and/or applicable laws. The change or update shall be at the discretion of the App. We will notify you of any material changes by posting the updated agreement within the App or through other communication channels. Please review this agreement periodically for any updates.

19. **Jurisdiction:**

If there is any dispute about or involving the App and/or the Service, by using the App, you unconditionally agree that all such disputes and/or differences will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Hyderabad, India only.

Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Upon failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

20. **Indemnity**:

You agree to indemnify and hold App, its subsidiaries, affiliates, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or any fraudulent act on your part.

21. **Miscellaneous**:

a. By becoming a User of the App service, you agree to receive certain specific email from App and/or its group Apps. You can unsubscribe at any time for any reason quickly and easily by clicking on the unsubscribe link enclosed in the mail.

b. This Agreement, accepted upon use of the App and further affirmed by becoming a User of the App service, contains the entire agreement between you and App regarding the use of the App and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

By becoming a User of App and/or using the Services of the App, you unconditionally and irrevocably confirm that you have read and understood the above provisions and agree to abide by them. If you are not agreeing to any of the above terms and conditions please refrain yourself from registering on the App.

**App is the property of BeWorld Web Services Pvt. Ltd. All the rights in the App are of BeWorld Web Services Pvt. Ltd. BeWorld Web Services Pvt. Ltd. is not responsible or liable for the actions of the Users on the App. BeWorld Web Services Pvt. Ltd. hereby specifically disclaims any liabilities or warranties or guarantees, express, specific or implied, which may be attributable, in any manner whatsoever, to the existence, promotion, canvassing, contents, links, information or discontinuance of the App. No claims for damages, restitution, loss-of-profits, or any other pecuniary, civil or criminal plaints, which may be said to arise out, or on account, of any matter contained or related to the App, shall lie or be deemed to be sustainable against BeWorld Web Services Pvt. Ltd.**

This Agreement is an electronic document in terms of the Information Technology Act, 2000 and Rules there under pertaining to electronic records as applicable and amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.