

# Terms of service

These Terms of Use were last updated on 24th July,2021

We at Bombinate Technologies Private Limited, its affiliates, subsidiaries, successors in interest, (Company, we, our, us ), own, manage and operate the application Koo (as morefully defined below as Application). The Company provides you with the Application, the associated customized services which include but are not limited to providing you with a micro-blogging platform, provision of content, and access to content which is created and uploaded by users on the Application (as morefully defined below as Content) as sought to be accessed by you (Services). These Terms of Use (Terms) govern your access to and use of our Services, which includes the website, the associated mobile application, SMS, APIs, e-mail notifications and any Content available on the Services in whichever form and format capable of communication.

By accessing, downloading, using our Services, you agree to be bound by these Terms, and you further explicitly consent to our Privacy Policy Koo App - Privacy Policy, the Community Guidelines Koo App - Community Guidelines. We urge you to access, review and familiarize yourself with these Terms periodically, for your continued use of the Services, will constitute in your consent and agreement to these Terms.

In the event where the Terms are not agreeable to you, we request you to desist from accessing, downloading, using the Services in any manner, whatsoever.

For the ease of reference, we are defining certain terms as below, thereafter, used in this context through the Terms and associated policies.

Application shall mean and include the software and mobile application of Koo accessed through or downloaded from the app store viz., Android or iOS, and accessible from any compatible device.

Content means and includes, without limitation, any information, data, text, pictures, audio, video, GIFs, polls, user profiles, software, tags, graphics, and interactive features generated,

provided, or otherwise made accessible either by you or other users or by us or our partners or sponsors on or through the Service/s.

Koo shall mean any post by a registered user on the Application.

You or User shall mean any registered user of the Application. If you are accepting these Terms and using the Services on behalf of any juristic entity, you represent and warrant that

you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity irrevocably.

## 1. ACCESS TO AND CONTINUED USE OF SERVICES

1.1. You should have attained the age of majority in your jurisdiction to be able to use and access our Services. The Application has the right to terminate your account, wherein the User is found to be defaulting on this condition, or where we find that you are barred in law from access to our Services.

1.2. You are responsible for your use of our Services, and undertake to comply with the applicable laws, and act in strict adherence to our Privacy Policy and Community Guidelines, as well.

1.3. You may access our Services free of charge, or in any such manner which is determined by the Company and is conveyed to you from time to time.

1.4. The Services provided to you are for your personal and non-commercial purposes only and should not be shared with individuals in violation of these Terms, allied policies.

1.5. You are responsible for safeguarding your account and you agree not to disclose your password to any third party. You agree that you will be solely responsible for any activities or actions taken under your password, irrespective of whether you have authorized such activities or actions. You will immediately notify the Company of any unauthorized use of your password or your account, upon becoming aware of any such discrepancy.

1.6. The Company further reserves the right to restrict circulation of any content if said content violates the Community Guidelines of the App - Koo App - Community Guidelines. The Company may also suspend or terminate your account for such violation.

1.7. The Company is committed to safeguarding the efficiency of the Application. For that reason, we reserve the right to make changes to the Application for maintenance at any time. If such situations cause an interruption of your Services for a reasonable duration, we shall not bear any liability to you and/or to any third parties. We will make attempts on a best-efforts basis to let you beware of any scheduled maintenance to such extent as is possible.

1.8. You agree not to: circumvent, remove, degrade, deactivate, or thwart any of the contents of our Service; use any robot, spider, scraper, or other means to access our Service. You also agree not to decompile, reverse engineer, and disassemble any software or other products or processes accessible through our Service. Additionally, you agree not to upload, post, e-mail

or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of our Service. We may terminate or restrict your use of our Service if you violate these Terms or engaged in any illegal or fraudulent use of our Service.

1.9. You agree not to use the accounts of other Users, disparage other accounts, or indulge in any activity which violates the Community Guidelines.

1.10. We do not claim ownership of your content that you post on or through the Service. By submitting, posting, displaying, or communicating Content on through your Services, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, reproduce, process, such Content across all formats, media now known, or which may come into existence later. You represent and warrant that you have, or have obtained, all rights, licenses, necessary authorizations required to grant the rights granted herein for any Content that you submit, or post, or display, or communicate through our Services.

1.11. We reserve the right to update, modify, alter, amend, these Terms at any time, at our sole discretion.

1.12. We do not endorse, support, represent, authorize the circulation of all Content published on our Application, and we do not further attest to the accuracy, originality, reliability, legitimacy, completeness, of such Content, as available on our Services.

1.13. All the Content that is available on the Application is the sole responsibility of the originator of the Content. As a User, you may come across Content which might be offensive, harmful, misleading, inaccurate, or inappropriate in any manner construed by the you. We impress upon you that we may not monitor or control the Content accessible on the Services, and we cannot assume responsibility for such Content. We may be required to remove Content, as per the applicable law, and we shall abide by such directions as and when they are made. We shall not always notify you of such an action taken on our part.

1.14. We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services.

1.15. The Services made available to you are protected by copyright, trademark, and other laws. Nothing in these Terms gives you the right to use our trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the

Services (excluding Content provided by users) are and will remain the exclusive property of the Company and its licensors.

1.16. Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

## 2. SERVICES

The Application provides you with the ability to:

2.1. Create and maintain your own profile on the Application after registration.

2.2. Share your Content; re-share Content shared by others; connect, follow and communicate with other Users.

2.3. Remove, edit, modify your own Koos, and comments made on your's or others' Koos.

2.4. Control your own privacy, as per the Privacy Policy of the Company, right from your own account. This gives you the ability to determine which other Users can view your profile and/or any other Content uploaded by you on the Application.

## 3. REGISTRATION AND ACCOUNT INTEGRITY

3.1 We provide you with a free account, however, you are required to be registered with us, to avail full functionalities of our Services.

3.2 As part of the registration process/for creating your account, you will need to provide us with your phone number or email address, (which will be verified via a one-time password verification mechanism). You can then create an account username/handle and password for yourself. You must use original and distinct credentials to create an account on our App, which do not infringe any applicable laws and third-party rights.

3.3 You undertake that the information you provide to us is accurate, secure, and is not misleading.

3.4 Please note that if a username has been used by a verified user on another platform, in order to avoid risk of impersonation, the username will not be allotted to anyone else and, if already allotted, may be cancelled at the discretion of Koo without any notice.

3.5 We reserve the right to suspend or terminate any account, with or without notice, if you are in breach of these Terms.

3.6 In case of any discrepancy in access to your account, please reach out to us as per the account terms.

#### 4. THIRD PARTY SERVICES

4.1 You note that during your usage of our Services, Company can place advertisement or other types of commercial information on the Application. You also agree to receive advertisement or other relevant commercial information from us via e-mail or other authorized means. The Company may provide its Users with links to, or contact information for, third-party sites or services. Please note that we do not control such third-party websites, and their interactions with you. We have not reviewed, and do not review, all the material, including goods or services, made available through third-party sites. We therefore urge you to kindly make an informed choice in interacting with such third-party sites and ensure that you are familiar with the policies of such sites before you proceed with engaging, interacting, with such third-party sites.

4.2 The Company is not responsible for, and does not endorse, any third-party content, sites, or services mentioned on the Application. Third party materials accessed through or used by means of the third-party sites may also be protected by copyright and other intellectual property laws.

## 5. RULES AND CONDUCT

5.1 Without forgoing the responsibilities ascribed to you under these Terms, and without forgoing the generality of the Community Guidelines, and allied policies, you are prohibited from publishing any Content which:

i. may be harmful to minors or children, including any sexually explicit, abusive content. We have a zero-tolerance policy against child sexual abuse content; and/ or,

ii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; and/ or,

iii. is invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; and/ or,

iv. infringes on any third party's rights, including copyright, trademark, privacy, and publicity rights, and any other protected subject matter; and/ or,

v. may be deemed as capitalizing on or lacking reasonable sensitivity towards a natural disaster, atrocity, conflict, death, or other tragic event; and/ or,

vi. threaten, harass, or bully other Users or third parties, including depictions of violence, gratuitous or otherwise, to any person place or property, or inciting violence, including suicide; and/ or,

vii. depicts content, which is sexually explicit (pornographic or erotic content, including icons, titles, or descriptions), violent in nature, abusive, and grossly harmful.

5.2 The Company shall, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through e-mail signed (properly validated and authenticated) about any such information as mentioned above, be entitled to disable such information that is in contravention of this clause. We shall also be entitled to preserve such information and associated records for at least 120 (one hundred twenty) days for production to governmental authorities for investigation purposes.

## 6. SUPPORT



6.1 The Company offers e-mail based, and online support tools. You may access support resources or contact our support by emailing at [redressal@kooapp.com](mailto:redressal@kooapp.com). Under certain exceptional circumstances, we may also request you to reach out to such authorized, appointed contact persons for resolution of your queries, support requests. The Company does not make any promises regarding how quickly we will respond to your request for support, or that we will be able to fix any problems you may be having. Any suggestions by Company regarding use of the Services shall not be construed as a warranty.

## 7. TERMINATION

7.1. The Company reserves the right to suspend or terminate your access to the Application and the Services with or without notice and to exercise any other remedy available under law, in cases where:

- i. You are in breach of any terms and conditions of these Terms;
- ii. The Company is unable to verify or authenticate any information provided to Company by you;
- iii. The Company has reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part;
- iv. The Company believes in its sole discretion that your actions may cause legal liability for you, other Users or for Company, or are contrary to the interests of the Application or the Company.

7.2. Once temporarily or permanently suspended, or terminated, the User may not continue to use the Application under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to Content by such User on the Application , to the extent permissible in law.

7.3. The User has the provision to appeal the suspension of the account by contacting [compliance.officer@kooapp.com](mailto:compliance.officer@kooapp.com).

7.4. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, disclaimers, indemnity, and limitations of liability.

## 8. DISCLAIMER

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. THE COMPANY AND ITS DIRECTORS, EMPLOYEES, AGENTS, AND PARTNERS DO NOT WARRANT THAT:

(I) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR,

(II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR,

(III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR,

(IV) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. 9. INDEMNITY

9.1 You shall defend, indemnify, and hold harmless the Company, its affiliates, subsidiaries, joint venture partners and each of its, and its affiliates, subsidiaries, joint venture partners' employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to:

i. Your use or misuse of, or access to, the Service; or,

ii. Your violation of the Terms of Use or any applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in connection therewith.

## 10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (NOR ITS DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS,) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE:

(I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER;

(II) FOR YOUR RELIANCE ON THE SERVICE;

(III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE INR 10,000/- (in case of India) and USD 150 (in case of countries other than India);

(IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

## 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of your country provided the Application is available and operated under a locally registered legal entity in your country, without regard to the conflict of laws provisions thereof. All claims, differences and disputes arising under or in connection with or in relation hereto the Application or Services, the Terms or any transactions entered into on or through the Application or Services shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India and You hereby accede to and accept the jurisdiction of such courts.

## 12. MISCELLANEOUS

12.1 In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

12.2 These Terms form a valid, enforceable agreement between you and Bombinate Technologies Private Limited, a company incorporated under the Companies Act, 2013 with our registered office at #42, 12th Main, Jayanagar 4th Block, Bengaluru, 560011, Karnataka.

## 13. Grievance Redressal Mechanism

13.1 Any discrepancies or grievances with regard to content and or comment or breach of this Agreement shall be taken up with the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to [redressal@kooapp.com](mailto:redressal@kooapp.com)

("Grievance Officer")

**Mr. Rahul Satyakam**

Grievance Officer

#42, 12th Main, Jayanagar 4th Block, Bangalore - 560011

## 14. REFERENCE

14.1 If you have any questions regarding the Service, please contact Koo at [[help@kooapp.com](mailto:help@kooapp.com)].

Please note that for the purpose of validation, you shall be required to provide information (including, but not limited to your email address, contact number, or, registered mobile number, etc.) for the purpose of sufficient identification, and authentication, and taking Your service request.

## 15. CHANGES

15.1. We may from time to time change these Terms of Use. We will notify you at least 30 days before such changes apply to you, to the extent possible. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to

cooperate with us in connection with such an assignment or transfer. We recommend that you periodically check this page for any revised terms. Your continued use of the Services will be deemed to constitute your acceptance of all such revised terms.