

## **END USER LICENCE AGREEMENT**

Welcome to Drinkmates, powered by Ignifer Technology Pvt Ltd.

### **1. Acceptance of Terms of Use**

These Terms govern your use of Drinkmates and the products, features, apps, services, technologies and software that we offer (hereinafter referred to as the “App”), except where we expressly state that separate Terms (and not these) apply. When you create an account on Drinkmates or use Drinkmates, you agree to these terms. These terms of use constitute an agreement between you and Drinkmates and therefore, it is advisable to go through them carefully before you start using the App. If you do not wish to accept and be bound by the terms of this Agreement, you should not use the App.

### **2. Account**

In order to avail our service, you will be required to set up an account. The pre-requisites for setting an account are as follows:

- a) You must be at least 18 years old
- b) You must not be barred by the laws of your country from using our App.

You are responsible for maintaining the confidentiality of the login credentials that you use to access your account, and you are solely responsible for all activities that occur under those credentials. If you feel that your account is being accessed by someone else, kindly inform us immediately.

For more details about the information we collect and how it is used by us, please refer our “Privacy Policy”.

In case you wish to stop using our service, you have an option of deleting your account at any time.

We reserve the right at our sole discretion to terminate or suspend any Account, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice. Violation of any of the terms of this Agreement can lead to immediate termination of the Account without notice.

### 3. Modification of the Terms

We might have to effect changes to the Terms of this Agreement from time to time to keep up with contemporary practices and exigencies of time. As we grow, we reserve the right to modify, amend or change the Terms at any time. All the Changes will be duly posted on this page and Effective Date of such changes would be reflected at the bottom of the Terms. It is therefore advised to check this page regularly for the notice of any change. In certain circumstances, we may send an e-mail to you notifying you of a Change. If you continue to use the App following any Change, it would constitute an acceptance by you of the Change and you will be legally bound by the updated terms. In case you do not agree to these terms, you should stop using the App immediately. You can delete your account, [here](#).

### 4. Content

Although, we strive to provide a platform where users are allowed to express themselves freely but we do require certain parameters to be followed while posting content:

- You cannot post anything which is obscene, pornographic, violent or offensive to human dignity.
- You cannot post content which is defamatory or libellous.
- You cannot post content which is abusive, insulting or threatening, discriminatory or which promotes in any manner racism, sexism, hatred or ostracism.
- You are not allowed to create accounts or access/collect information in any unauthorized manner.
- You cannot impersonate others or provide incorrect or outdated information.
- You are not allowed to post content containing such language or pictorial representation which could be deemed as “offensive” or which is likely to harass, upset, embarrass, alarm or annoy any person.
- You are not allowed to do anything which interferes or impairs the intended operation of the App.
- You are not allowed to use the App to generate junk mail or spam.
- You are not allowed to solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- You cannot use our App to bully, stalk, intimidate, assault, harass, mistreat or defame any person.
- Any private or confidential information or any action that violates a person’s rights (including intellectual property or privacy rights) cannot be posted.
- You cannot post content that contains any spyware, malware, adware, viruses, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from the App or otherwise.
- You are not allowed to solicit, collect, or use login credentials of other users of the App.

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- You cannot post content which pertains to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers)

We follow a strict policy for the aforesaid provisions and we are authorized to remove or restrict access to content that is in violation of these provisions. We will inform you in case we remove any content shared by you which is in violation of the aforementioned standards.

In case you repeatedly violate our policy rules or if you expose us or others to legal liability, or harm the users of the App, or compromise or interfere with the intended use of the App or the integrity of our service, we reserve the right to delete your account.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or the terms of the Agreement.

You will be solely responsible and liable for the Content that you post and you undertake to indemnify, release, and hold us harmless from any claims made in connection with your content.

We advise you to not display any personal contact or information pertaining to your or any other person's bank accounts on your profile. (For example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details).

If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

## 5. **Restrictions on Use**

In order to ensure a fulfilling experience for all our users on Drinkmates, we place certain restrictions to avoid unpleasant situations.

By accepting the terms of this Agreement, you agree to:

- Comply with all relevant laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and other regulatory requirements;

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- Use your real name on your profile;
- Use the services on Drinkmates in a professional manner in good faith

## You agree that you will not:

- Be dishonest, abusive or discriminatory or act in an unlawful or unprofessional manner while using the App
- In any manner, conceal or misrepresent your identity, your current or previous positions, qualifications or affiliations with a person or entity;
- Disclose information that you do not have the consent to disclose;
- Operate any fraudulent scheme or practice to scam the users or for any other illegal purpose.

You are requested to report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint.

You are also not allowed to scrap or replicate any part of the App without our prior consent.

## 6. Our Rights

By using our Service, you give us the following rights:

- **License to use the content that you share and upload**

While the ownership of the content (including intellectual property rights) that you create and share on the App vests in you but you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings).

**It is important to clarify that we do not seek ownership of your content but a licence solely for the purposes of providing and improving our Service.**

You agree that we may calculate aggregate, anonymized statistics about your use of the App that are non-personally identifiable with respect to you and/or any individual and use those statistics (but not the underlying data) for purposes of our own sales, marketing, business development, search engine optimization, product enhancement, or customer service initiatives. Notwithstanding the foregoing, we shall ensure that the statistics will not constitute Personal Data and will not include any Personal Data.

This App also uses IP addresses, log files and other technology to identify App problems and usage. We may also perform standard traffic analysis on the App in a manner similar to how we use

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Cookies and to track App(s) usage for statistical purposes. We reserve the right to introduce new tracking technologies and techniques related to the use of the App, although we will do so subject to and in accordance with applicable local data protection laws and regulations.

You can end this license anytime by deleting your content or account. However, content will continue to appear if you shared it with others and they have not deleted it. To learn more about how we use information, review the Data Policy.

- **Right to download and install updates to the App on your device**

The App downloads only those files that are both authorized by you for download (specifically or by category or subscription), except that the App automatically updates itself.

- **Right to use your username, profile picture, and other information with accounts, ads and sponsored content.**

You grant us the permission to show your username, profile picture, and information about your actions (such as likes in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on the App, without any compensation to you.

- You must obtain written permission from us to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our guidelines or with our prior written permission
- We reserve the right to change your username if we believe it to be appropriate and necessary (for example, if it impersonates another person.)
- You give us the right to monitor or review Content that you post. We may delete any Content, in whole or in part, that in our judgment violates the terms of this Agreement or may harm the integrity and repute of our App.
- We may access, preserve and disclose your account information (including Content) if required to do so under any law or in a good faith that such access, preservation or disclosure is reasonably necessary, such as to:
  1. Comply with legal process;
  2. Enforce this Agreement;
  3. Respond to claims that any Content violates the rights of third parties;
  4. Respond to your requests for customer service; or
  5. Protect the rights, property or personal safety of the Company or any other person.

## 7. **Investigations**

If we become aware of any possible violations by you of any provision of these Terms, we reserves the right to investigate such violations, and we may, at its sole discretion, immediately terminate your rights hereunder, including your right to use the App, or change, alter or remove your content or account Information, in whole or in part, without prior notice to you. If, as a result of such investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, we are entitled to retain and/or disclose any information, including your content or account Information (or elements thereof), in our possession in connection with your use of the App to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that your content violates the Terms or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of DrinkMates, its Users or third parties, including the public at large, as we in our sole discretion believe to be necessary or appropriate.

## 8. **Your Safety**

We, at Drinkmates strive to nurture a respectful environment for all users and try to provide as many safeguards as possible to ensure your safety however, we take no responsibility of your interactions with other users. We do not conduct any background checks (particularly, criminal background checks) on our users. At the same time, we do reserve the right to conduct- and you agree that Drinkmates may conduct – any criminal background checks or other screenings using available public records at any time. We do not take responsibility of the conduct of other users, whether it is on or off the Service. It is advisable to exercise caution in your interactions with other users, more importantly if you indulge in communication off the service or meet in person.

## 9. **Privacy**

We shall endeavour to respect your privacy but we might have to use your information at certain times. Please go through our Privacy Policy to know more about how we collect, use and share your personal data. By using the App, you agree that we can use such data in accordance with our Privacy Policy.

Without limiting our obligations under the Jurisdiction (defined below), if you are located outside of the Republic of India, please be aware that any information you provide to us through the App may be transferred to the Republic of India. Please also be aware that by using the App and giving us your information, you consent to such transfer. You also understand that the Republic of India may not provide the same level of data protections and privacy rights as the laws of your country.

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## 10. Community Rules

By using the App, you hereby agree that you will abide by the following standards:

- Post authentic content and not content that has been copied from the Internet
- Foster meaningful interactions and social relationships
- Share content which is appropriate for a diverse audience
- Maintain a respectful environment by avoiding all forms of abuse, hate, physical, emotional or mental harm to others
- Do not use the App for any harmful or nefarious purpose or for damaging Drinkmates
- Do not bully, “stalk,” intimidate, assault, harass, mistreat or defame any person.
- Avoid spreading news on sensitive issues specially sensitive information from unauthentic and unreliable sources
- Follow and abide by the law at all times

We reserve the right to add/modify our community rules in accordance with needs of time.

## 11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRINKMATES, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF DRINKMATES HAS BEEN ADVISED AT ANY TIME OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DRINKMATES’S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED THE LESSOR OF (1) THE AMOUNT PAID, IF ANY, BY YOU TO DRINKMATES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A CASE, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST DRINKMATES OR (2) VALUE OF THE LAST EXECUTED PURCHASE ORDER. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED, (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF

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OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

## 12. Third Party Services

The App may contain advertisements and promotions offered by third parties and external links to web sites or resources. We will not be responsible for the availability (or lack of availability) or accuracy of the contents of such external websites or resources.

All rights in third party materials, including software, that is directly or indirectly supplied by a third party (collectively “Third Party Materials”) including all ownership rights are reserved and remain with such third parties. You acknowledge and agree that your use of such Third Party Materials may also be subject to third party license, usage, and privacy terms. You agree that such third parties may enforce their rights against you directly in their own name. We are not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your use of any Third Party Materials. We reserve the right to remove links to external websites that no longer meet our content needs.

## 13. Disclaimer

DRINKMATES PROVIDES THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR

DRINKMATES DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

WE TAKE NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

DRINKMATES DISCLAIMS AND TAKES NO RESPONSIBILITY FOR ANY CONDUCT OF YOU OR ANY OTHER USER, WHETHER ON OR OFF THE SERVICE.



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## 14. Governing Law

This Agreement shall be governed in all respects by the laws of India without regard to conflicts of law principles. All disputes arising under this Agreement shall be brought exclusively in the district courts in Delhi, as permitted by law. You consent to the personal jurisdiction of the above courts.

## 15. Indemnity

All the actions you make and information you post on the App remain your responsibility. contractors, officers, directors, employees, representatives and agents, harmless, from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably

- a) Any negligent acts, omissions or wilful misconduct by you;
- b) Your access to and use of the App;
- c) The uploading or submission of Content to the App by you;
- d) Any breach of these Terms by you; and/or
- e) Your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise and pay any and all claims or causes of action which are brought against us without your prior consent. If we ask, you will co-operate fully and reasonably as required by us in the defence of any relevant claim.

## 16. Termination

In case you wish to leave Drinkmates, you can terminate your account at any time by following the instructions given under the head “Settings” in the App.

We reserve the right to terminate your account at any time if we believe that you have violated the terms of this Agreement, misused the Service or behaved in a way that we regard as inappropriate or unlawful, including actions or communications that occur on or off the Service.

## 17. Entire Agreement

These Terms constitute the entire agreement between you and Drinkmates regarding your use of our App. They supersede any prior agreements.

## 18. Miscellaneous

- **Purchase Order:** Any purchase order implemented hereunder shall be subject to the terms and conditions of this Agreement. Where however we have concluded and signed a principal contract, the terms as contained in such contract shall take precedence over these Terms and Conditions.
- **Waiver:** The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

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- **Severability:** In the event that any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.
- **No Agency:** Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.
- **Headings:** The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.
- **Assignment:** You cannot delegate, assign or transfer this Agreement, the license(s) granted or any of your rights or duties hereunder, including by way of merger (regardless of whether you are the surviving entity) or acquisition, and any attempt to do so, without our express prior written consent shall be void. Drinkmates may assign this Agreement, and its rights and obligations hereunder, in its sole discretion. Any attempt to assign or delegate in violation of this clause will be void.
- **Injunctive Relief:** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by you may cause Drinkmates irreparable damage for which recovery of money damages would be inadequate and that we shall therefore be entitled to obtain timely injunctive relief to protect our rights under this Agreement in addition to any and all remedies available at law.
- **Notices:** All notices to Drinkmates shall be in writing and shall be addressed to:  
info@ignistec.com