

RAKKSHAK

TERMS OF SERVICE

INTRODUCTION

Welcome to Rakkshak!

Rakkshak is a platform designed to provide first response, emergency response and other assistance services to deal with many of life's emergency situations. It is owned and operated by Gift of Life Foundation, which has its registered office at R-489, New Rajinder Nagar, New Delhi - 110060.

This page contains the terms and conditions (“**Terms**”) governing the RAKKSHAK platform and any other of the Services (defined below) offered by us, our affiliates and associates, as well as of various other third-party service providers.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, IN PARTICULAR REFERENCE TO THE ARBITRATION CLAUSES SET FORTH BELOW, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION.

THE RAKKSHAK TERMS OF SERVICE

EFFECTIVE DATE: 1ST DECEMBER, 2017

TABLE OF CONTENTS

A.	Definitions	2
B.	Interpretation of the Agreement	4
C.	Conclusion of Contract	4
D.	Modification of Agreement	5
E.	Our Services & Their Provision	6
F.	Ownership & Intellectual Property	9
G.	Your Commitments to Us	9
H.	Additional Commitments as a Subscriber	18
I.	Cancellation & Termination	20
J.	Disclaimer of Warranties & Exclusions	21
K.	Limitation of Liability	25
L.	Indemnification	26
M.	Governing Law, Jurisdiction, Disputes & Arbitration	26
N.	Miscellaneous	27

A. DEFINITIONS

Unless the context otherwise requires, the following terms carry the specific meanings defined below:

1. The “**Agreement**” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “**Terms of Service**” or the “**Terms**”) and all other operating and/or supplemental guidelines, rules, policies (including our Privacy Policy, available in the ‘FAQ’ section of the Rakkshak Platform) and procedures that are posted by us, which are hereby incorporated by reference in these Terms, as well as with any applicable third party terms of agreement. The Agreement governs how you may use or access the Rakkshak Platform or any other of our Services. It applies to both our Users and our Subscribers.
2. “**Rakkshak**,” “**We**,” “**Us**” and “**Our**” refers to the Gift of Life Foundation, as well as our affiliates. Gift of Life Foundation is the owner and operator of the RAKKSHAK Platform.
3. “**Rakkshak Platform**” or “**RAKKSHAK Platform**” refers to the Rakkshak technological platform and mobile application downloaded and installed by Users on their devices, or accessed and used by Users through other devices and communication mechanisms, related apps, programming interfaces, websites, plugins communications, software, and online services involved or required to operate the platform, and/or provide our Services through the RAKKSHAK Platform. The Platform includes the “**Rakkshak Application**” or “**RAKKSHAK App**”, that is, the mobile application made available on the Google Play Store and the Apple App Store.
4. Our “**Services**” refers to, and comprises of, the Rakkshak Platform, our “*Community Tracking Feature*”, “*Free*”, “*Subscribed*” or “*Additional*” Services offered by us as detailed in Part E of these Terms, as well as all software and products provided by us, as well as any other current or future RAKKSHAK service or business.
5. Our “**Website**” refers to Rakkshak’s Website located at www.rakkshak.in and all content, services and products provided by us or through the Website.
6. “**The User**”, “**You**” and “**Your**” refers to the individual person, company or organisation that has visited, accessed or used our Platform, Website or Services; that accesses or uses any part of the Account: or that directs the use of the Account in the performance of its functions. A User must be at least 18 years of age. Special terms may apply for corporate accounts.
7. “**The Subscriber**” refers to any User that have availed of our “*Subscribed*” and “*Additional*” Services, through the payment of the necessary and applicable subscription fees.
8. “**Accessing or using**” the Rakkshak platform or Services refers to any access or use of the RAKKSHAK platform, our website or applications or Services and includes downloading, installing, activating the RAKKSHAK Platform, and/or accessing, browsing, registering to utilise our platform, logging into our website, using our website to create your profile and/or edit your profile and/or requesting and/or utilising and/or availing our Services.

9. “**Emergency**” and/or “**Distress**” situations refer to emergency, inordinate and/or unsafe circumstances, conditions and/or situations that are covered within our Services.
10. “**Registration Details**” refers to information provided to us by you for registering you as a User, including your contact information, your emergency contact details, as well as any and all health and/or medical information.
11. “**Subscription Plan**” refers to the applicable package, “**Subscription Fees**”, terms, payment and/or financial details and any other details that may be selected by you, in case you, as a User, wish to become a Subscriber of our “*Subscribed*” and “*Additional*” Services. This shall include details of the period subscribed for by you, to be known as your “**Subscription Term**”, which may be mutually renewed/ extended by you and Rakkshak.
12. “**Serviceable Locations**” refers to the specified areas where we would, under ordinary circumstances, be able to provide the RAKKSHAK Platform and/or our Services.
13. “**State Agencies**” refers to, and include, government entities and agencies, providing emergency services/law and order (including, police, fire brigade etc.) which we may connect you with as part of our Services. This shall also include all ‘**Emergency Response Personnel**’ of such State Agencies.
14. “**Third Party Service Providers**” refers to professionals, organisations and entities providing a variety of emergency and first response services, with whom we may connect you with as part of our Additional Services. Such service providers can include the following: doctors, hospitals, other third party health care providers, medical care providers, emergency responders, first responders, EMTs, nurses, nurse practitioners, home health workers, law enforcement authorities, fire force, disaster management authorities, military personnel, retired military personnel, para military personnel, common citizens trained in emergency response and disaster response, first aid givers, etc.
15. “**Affiliates**” refers to, and includes, our officers, employees, representatives, directors, stockholders, parent entities, subsidiaries, licensors, vendors, franchisees, suppliers, business partners, payment merchants/providers, as well as any other professionals, entities and organisations with whom we have an agreement or arrangement with in order to support, operate, and enable our business operations, including operating the RAKKSHAK Platform or providing our Services. Such “*Affiliates*” shall also include vendors, service providers and other partners who provide us with technical infrastructure services, operating our Customer Centre, providing customer services, facilitating payments, providing advertising, measurement and analytics services or conducting academic research and surveys.
16. “**Associates**” refers to our Ambulance Partners, Immediate Assistance Teams, Incident Managers, contractors, agents, and vendors as well as any other professionals, entities and organisations with whom we have an agreement or arrangement with in order to provide our “*Subscribed*” Services Services.
17. “**Content**” refers to content featured or displayed through the RAKKSHAK Platform and/or Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website

or otherwise available through the RAKKSHAK Platform, including commentary and feedback related to the Rakkshak Platform and/or Rakkshak and/or the Additional Services. “**User-Generated Content**” is Content, written or otherwise, created or uploaded by our Users. “**Your Content**” is Content that you create or own.

18. All other capitalized terms used in this agreement shall have the meaning assigned to them in the respective clauses of these Terms.

B. INTERPRETATION OF THE AGREEMENT

The interpretation of the Agreement shall be determined by the following:

1. The singular includes the plural and vice versa;
2. Any phrase introduced by the words "including", or similar, shall mean “including, but not limited to” and be construed as illustrative and without limitation to the generality of the related general words;
3. References to any statute, enactment, order, regulation, instrument, code, standard or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, instrument, code, standard, or other similar instrument as amended, replaced, consolidated or re-enacted from time to time and shall include all subordinate legislation;
4. Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement;
5. A reference to 'writing' or 'written' includes email;
6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done;
7. Reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
8. The Agreement shall be binding on, and endure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns; and
9. The Agreement constitutes an electronic record within the meaning of the Information Technology Act, 2000. It is generated by a computer system and does not require any physical or digital signatures, as may be defined under the Information Technology Act, in order for it to be recognized as a legally binding contract in terms of the Indian Contract Act, 1872.
10. The Agreement has been written in English (India);

C. CONCLUSION OF CONTRACT

YOU HEREBY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT, BY CLICKING “I AGREE”, “SIGN UP” OR SIMILAR ON THE RAKKSHAK PLATFORM OR OTHERWISE, AND/OR REGISTERING, ACCESSING OR USING OUR SERVICES:

1. YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; AND
2. YOU AGREE TO ENTER INTO THE AGREEMENT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS EFFECT; AND
3. YOU UNCONDITIONALLY ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED AND/OR SPECIFIED IN THE AGREEMENT; AND
4. YOU ARE 18 YEARS OF AGE OR OLDER (AND 13 YEARS OF AGE WITH THE PERMISSION OF YOUR LEGAL GUARDIAN) AND ARE COMPETENT TO ENTER INTO A BINDING CONTRACT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND/OR (IF YOU ARE ACCESSING OR UTILISING OUR SERVICES ON BEHALF OF A LEGAL ENTITY) THAT YOU ARE AUTHORISED TO ENTER INTO, AND THE BIND SUCH ENTITY TO, THE AGREEMENT; AND
5. THAT THE AGREEMENT SHALL OPERATE AS A BINDING LEGAL CONTRACT UPON YOU (OR THE LEGAL ENTITY ON WHOSE BEHALF YOU ENTER INTO THIS AGREEMENT, AS THE CASE MAY BE) IN RELATION TO RAKKSHAK, THE RAKKSHAK PLATFORM AND/OR OUR SERVICES.
6. IF YOU DO NOT UNDERSTAND THE AGREEMENT OR DO NOT ACCEPT AND/OR AGREE TO THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE RAKKSHAK PLATFORM AND/OR OUR SERVICES, AND ACCORDINGLY, DO NOT CLICK “SIGN UP” (OR SIMILAR) AND REFRAIN FROM DOWNLOADING, ACCESSING OR OTHERWISE USING THE RAKKSHAK PLATFORM OR ANY OF OUR SERVICES, AND DELETE ANY COPIES OF THE APPLICATIONS IN YOUR POSSESSION OR CONTROL.

D. MODIFICATION OF AGREEMENT

1. We reserve the right, at our sole discretion and for any reason whatsoever, to change, amend, add, remove or otherwise modify portions of this Agreement at any time, by publishing the revised Agreement on the RAKKSHAK Platform and/or the Website. We may modify the Agreement without any requirement of obtaining your prior consent.
2. Any changes to the Agreement are effective immediately upon their publication. Your continued access and/or usage of the RAKKSHAK Platform and/or our Services after any modification of the Agreement constitutes your binding acceptance of such modification.
3. You are responsible for checking the Agreement periodically for any changes, as they are binding on you. You can determine when the Agreement was last revised by referring to the “EFFECTIVE DATE” legend provided above. You are encouraged to check the Agreement frequently.

4. IF YOU DO NOT AGREE TO ANY MODIFICATIONS TO THE AGREEMENT, PLEASE REFRAIN FROM ACCESSING OR OTHERWISE USING THE RAKKSHAK PLATFORM OR ANY OF OUR SERVICES, AND DELETE ANY COPIES OF THE APPLICATIONS IN YOUR POSSESSION OR CONTROL.
5. The continued provision of our Services shall be subject to you accepting our revised/updated/modified Agreement. Should you wish to discontinue your access to/usage of our Services due to such modifications to our Agreement, you may write to us at contact@rakkshak.in and seek refund of any Subscription Fees paid by you, in accordance with our refund policy stipulated in these Terms.
6. Notwithstanding anything contained above in this part, disputes arising under the Agreement will be resolved in accordance with the version of the Agreement in place at the time the dispute arose.
7. For any material changes to the Agreement, we shall make a reasonable effort to provide notice to you of such amended Terms by posting a notice on the RAKKSHAK Platform and/or our Website and/or sending you an e-mail at the last email address available with us, as part of the Registration Details provided to us by you pursuant to this Agreement.

E. OUR SERVICES & THEIR PROVISION

1. Rakkshak is a technology provider, providing information and a means to obtain emergency response services offered by State Agencies, Third Party Service Providers, as well as solutions and services to cater to many emergencies, provided by us and/or our affiliates and/or associates under agreement with us and/or State Agencies and Third Party Service Providers.
2. Rakkshak utilises the RAKKSHAK Platform to provide our Services. In order to avail these services, you shall be required to register with us, provide us with the necessary Registration Details, and open an Account with us, thus constituting a successful registration and recording you as a 'User' with us.
3. Amongst other interactive elements, the RAKKSHAK Platform consists of an '*SOS Button*' that may be activated by Users and/or Subscribers to instantly avail of our Services. The RAKKSHAK Platform also offers our '*Community Tracking Feature*' which allows Users to provide first response, and emergency response assistance to other Users within their vicinity and/or community who are facing an emergency and/or distress situation.
4. Rakkshak utilises the RAKKSHAK Platform to provide the following Services to Users and Subscribers, as the case may be:
 - 4.1. '*Free Services*' refers to our on-demand first response, interconnection and assistance services provided to all Users for free through the RAKKSHAK Platform. These include providing Users with interconnection services to State Agencies, as well as offering our Community

Tracking Feature, and connecting Users with their emergency contacts as provided to us as part of their Registration Details.

- 4.1.1. Here, in the event of any emergency or distress, a User is required to activate the SOS Button. Thereafter, the RAKKSHAK Platform on a User's device shall connect such User to the necessary and/or relevant State Agencies/Third Party Service Providers (based on the type of emergency or distress situation) to get quick response and assistance from them.
- 4.1.2. Simultaneously, the RAKKSHAK Platform shall also inform such User's emergency contacts, as well as indicate an alert to all relevant and/or necessary Users as part of our Community Tracking Feature.
- 4.2. '*Subscribed Services*' refers to our on-demand, 24x7 first response, emergency response and physical assistance services, as well as other services provided by us, our affiliates and associates, or by State Agencies/Third Party Service Providers, as the case may be.
 - 4.2.1. These services are provided over and above our Free Services to all Users who enter into our Subscription Plans (thus becoming Subscribers).
 - 4.2.2. Here, in the event of any emergency of distress, a Subscriber is required to activate the SOS Button.
 - 4.2.3. Thereafter, the RAKKSHAK Platform on the Subscriber's device shall connect the Subscriber with our 24x7 Command & Control Centre via the phone number of the Subscriber registered with us and our Incident Managers will reach the Subscriber as soon as possible, given our internal capacities at the time.
 - 4.2.4. Such Incident Manager shall gather all vital information from the Subscriber regarding the concerned emergency or distress afflicting the Subscriber, and initiate an appropriate response, including contacting all Emergency Contacts, as well as necessary and/or relevant State Agencies/Third Party Service Providers (based on the type of emergency or distress situation) to get quick response and assistance from them, as may be required and/or as requested and triggered by the Subscriber.
 - 4.2.5. The GPS receiver - which should be installed on the mobile device (smart phone) on which you have downloaded the Application - detects your location and sends your location information to our Incident Manager.
 - 4.2.6. Simultaneously, our nearest Immediate Assistance Team on their Responder App shall receive an alert, and shall start moving towards the Subscriber's location, as being tracked by us through the Subscriber's mobile device.
 - 4.2.7. Once such Immediate Assistance Team reaches the Subscriber, such Team shall provide the Subscriber with the necessary assistance, emergency response and/or protection, as well as contact all necessary and/or relevant State Agencies to respond any situations posing a threat to the life and/or limb of the Subscriber.

- 4.2.8. In such situations, the Incident Manager and/or Immediate Assistance Team will also provide coordination with the necessary and/or relevant State Agencies/Third Party Service Providers, as the emergency or distress situation may require.
- 4.2.9. Simultaneously, the RAKKSHAK Platform shall also inform such User's emergency contacts, as well as indicate an alert to all relevant and/or necessary and permitted Users as part of our Community Tracking Feature.
- 4.3. '*Additional Services*' refer to all additional services provided by necessary and/or relevant Third Party Service Providers to Subscribers, as requested and triggered by Subscribers through the RAKKSHAK Platform or when contacted by our Incident Managers, at the sole discretion of such Subscribers.
 - 4.3.1. The list of Additional Services is available on the Rakkshak Platform. These are separate Services that are not provided by us or our affiliates and/or associates. If a Subscriber requests such services from us, we shall contact the necessary and/or relevant Third Party Service Providers to determine their availability. If they are available, then we shall inform the concerned Subscriber, and await their confirmation.
 - 4.3.2. Upon such confirmation by the Subscriber, our Incident Manager may, in his/her sole discretion, take all necessary steps to connect and coordinate with the necessary and/or relevant Third Party Service Providers, as may be required by the concerned Subscriber.
 - 4.3.3. These Additional Services are provided on a best-effort basis, and at additional charges payable directly to the Third Party Service Providers providing such Additional Services. In some instances, such Third Party Service Providers may also require Subscribers to accept and pay any upfront charges stipulated by them to provide such Additional Services.
 - 4.3.4. A Subscriber can also deny availing such Additional Services, in the event that an Incident Manager suggests such Additional Services to the Subscriber, or of their own accord and through means other than the RAKKSHAK Platform or our Incident Managers, avail of any services offered by Third Party Service Providers outside of those known to us and/or offered by us.
5. Our Immediate Assistance Teams would be trained for the purposes of providing first response to emergency and/or distress situations, as well as for providing basic assistance and/or coordination/interconnection/facilitation services.
 - 5.1. We require a police verification of all personnel/entities that make up or provide our Immediate Assistance Teams. In addition, we make our best efforts to ensure that, as far as may be reasonable, our Immediate Assistance Teams are aware of their personal liability for any impulsive behaviour or outburst on their part, or any altercations or illegal or unauthorized behaviour they engage in, when interacting with our Users and Subscribers.
 - 5.2. We shall investigate any and all such reported incidents promptly, and take suitable measures/actions as may be necessary to resolve such incidents and prevent their repeated occurrence.

F. OWNERSHIP & INTELLECTUAL PROPERTY

1. The RAKKSHAK Platform, as well as our Website, is owned and operated by us. The visual interfaces, buttons, graphics, design, compilation, information, computer code (including source code or object code), software, materials including content, videos, audio and all other elements of the RAKKSHAK Platform, as well as the collection, arrangement and assembly of any content on the RAKKSHAK Platform, are the intellectual property of Rakkshak and are protected by Indian and international copyright and trademark laws, international conventions and other applicable laws governing intellectual property and proprietary rights.
2. Any titles, intellectual property, logos, trademarks, service marks, domain names, or trade names appearing on the RAKKSHAK Platform, including “Rakkshak,” (“**Marks**”), whether registered or not, are the property of Rakkshak or their respective owners.
3. Any materials provided on our Platform by third parties, all materials, and other content on our Website are owned by or licensed to us. Whether the whole or the part of the material is concerned, we reserve all rights therein and thereto not expressly granted by the Agreement. In addition, our Services and all rights therein are and shall remain Rakkshak’s property or the property of our licensors.

G. YOUR COMMITMENTS TO US

1. Your Eligibility:

To use our Services, you agree, acknowledge and represent that:

- 1.1. You are competent to contract within the meaning of all applicable Indian laws and are at least the age of 18 or older;
 - 1.1.1. Provided that, any individual under the age of 18 (that is, a minor) may access or use the Rakkshak Platform and/or our Services only subsequent to a parent and/or legal guardian has consented to the Agreement on behalf of such minor, or such minor must utilise our Services in an emergency and/or distress situation.
 - 1.1.2. Where such minor does utilise our Services in an emergency and/or distress situation, the parents and/or legal guardian shall be required to consent to the Agreement immediately upon resolution of the concerned emergency and/or distress situation on behalf of the minor.
- 1.2. You will have only one RAKKSHAK account, which must be in your real name. You may not create an account with us through the supply of information that may be construed as impersonating someone else, or that relates to someone else;

- 1.3. You are not already restricted by us from using the Services, or have not be previously suspended or removed from the website by us; and
- 1.4. Your registration and use of our Services is in compliance with any and all applicable laws and regulations.

2. *Your Account:*

In order to become a User with us and access our Services, you must register for an account with us. To do so, you shall be required to provide us with your Registration Details. You agree, acknowledge and represent that:

- 2.1. You are responsible for anything that happens through your account unless you close it or report misuse to us.
- 2.2. You will not create more than one account on one phone number.
- 2.3. You understand, acknowledge and accept that you will provide authentic, true and complete information in all instances where we may require information, including your Registration Details. We rely completely on the information provided by you, or on your behalf, and shall not be liable for the inability to render our Services to you due to the provision of incorrect or incomplete information, or due to the non-provision of information by you.
- 2.4. We do not verify any information provided by users. However, we reserve the right to conduct any background check or other checks at any time.
- 2.5. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is inappropriate and/or unavailable (either because it is provided to someone else already, or relates to someone else, or constitutes the intellectual property of individuals/entities other than that which belongs to you).
- 2.6. Our Services and the RAKKSHAK Platform is only available for our registered Users and/or Subscribers. You understand, acknowledge and agree that you will not authorize others to use your account, and that you will not assign or otherwise transfer your account to any other person or legal entity. In addition, you will not use an account that is subject to any rights of a person other than you without appropriate authorization. We reserve the right to deny our Services and/or cancel any subscription, should you be found in violation of this clause.
3. If we disable your account for any reason stipulated in the Agreement, you will not create another one without our written permission.

4. *Your Passwords and Security:*

- 4.1. You may be asked to provide a password in connection with your account. You agree to accept responsibility for all activities that occur under your account, and you are solely responsible for

maintaining the confidentiality of your account and password. Please keep your password a secret.

- 4.2. If you have reason to believe that your account is no longer secure, then you agree to immediately notify us at contact@rakkshak.in. You shall be liable for losses incurred by us or others due to any unauthorized use of your account.

5. *Your License & Restrictions:*

- 5.1. The RAKKSHAK Platform is licensed, not sold, to you. Subject to your compliance with the Agreement, Rakkshak grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to:

- 5.1.1. access and use the Rakkshak platform solely in connection with your use of our Services; and

- 5.1.2. access and use any content, information and related materials that may be made available through our Services, in each case solely for your personal, non-commercial use only (unless otherwise agreed by Rakkshak in a separate written agreement with you).

- 5.2. You agree not to utilise our Services for any other commercial use or purpose, commercial advantage, or private monetary compensation unless expressly permitted in writing by us. This would include, but is not limited to, providing any services that use or reference the Rakkshak Platform or our Services or any information or content contained therein in exchange for a fee.

- 5.3. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the use of the Applications, whether between you, Rakkshak, its affiliates or any Third-Party Service Provider.

- 5.4. You may utilize our Services only as permitted by these Terms. You may not, and will not permit any other party to:

- 5.4.1. remove any copyright, trademark or other proprietary notices from any portion of the Services;

- 5.4.2. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Rakkshak;

- 5.4.3. create a database by systematically downloading and storing the RAKKSHAK Platform;

- 5.4.4. use or merge our Services, the RAKKSHAK Platform or any component or element thereof, with other software, databases or services not provided by Rakkshak;

- 5.4.5. sublicense, distribute, sell or otherwise transfer the RAKKSHAK Platform to any third-party;

- 5.4.6. use the RAKKSHAK Platform as a service bureau, or lease, rent or loan the App to any third-party;

- 5.4.7. decompile, reverse engineer, disassemble or otherwise attempt to derive the source code or structure of the RAKKSHAK Platform;
- 5.4.8. circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the RAKKSHAK Platform or our Services;
- 5.4.9. link to, mirror or frame any portion of the Services;
- 5.4.10. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- 5.4.11. interfere in any manner with the operation of our Services; and/or
- 5.4.12. attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.
- 5.5. Any rights not expressly granted herein are reserved by Rakkshak and the Rakkshak's licensors. Neither the Agreement nor your use of the Rakkshak Interface nor your payment of Subscription Fees convey or grant to you any rights:
 - 5.5.1. in or related to the Rakkshak Interface except for the limited license granted above; or
 - 5.5.2. to use or reference in any manner our names, logos, product and service names, trademarks or services marks or those of our licensors.

6. Your Device:

- 6.1. You will not use our Service or the Platform with an incompatible or unauthorized device, or impair the proper operation of our Services.
- 6.2. It is your responsibility to check to ensure you download the correct application offered by Rakkshak for your device. Rakkshak is not liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device. In addition, you shall be solely responsible for updating your device as may be necessary to access or utilise our Services.
- 6.3. Rakkshak reserves the right to terminate the Service and the use of the Rakkshak Platform should you be using the Service or Application with an incompatible or unauthorized device.
- 6.4. In addition, you shall ensure that, once you do install the required Rakkshak application on your concerned device, the device shall remain in your close proximity and in proper functioning order, so as to ensure that our Services can be availed. This shall include ensuring that the GPS receiver, and/or all other location services available on your device are switched on.

- 6.5. In addition, you shall ensure that the RAKKSHAK Application has been granted the necessary permissions, including location and contact permissions, at all times to ensure that we can provide our Services and the RAKKSHAK Platform to you.
- 6.6. You understand and agree that your use, access, download or otherwise obtaining of content, services, software or data through our Services is at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results therefrom. There is no guarantee that any transmission of data over the Internet is completely secure, and we cannot ensure or warrant the security of any information you transmit to us. Any such transmission is done at your own risk.
- 6.7. Our Services may be made available or accessed in connection with services provided by third parties and content (including advertising) that Rakkshak does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such services and content. RAKKSHAK does not endorse such third party services and content and in no event shall RAKKSHAK be responsible or liable for any products or services of such Third Party Service Providers.
- 6.8. Additionally, Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to the Agreement if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or similar powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.
- 6.9. From time to time, the RAKKSHAK Platform may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). We have no control over the nature, content and availability of such external websites.

7. Network Access & Usage:

- 7.1. In the course of availing our Services, you may incur your carrier's normal rates and fees, such as text messaging and data charges, which shall still apply.
 - 7.2. You will only use an access point which you are authorized to use.
 - 7.3. You agree and acknowledge that we shall not be responsible for your inability to access our Services due to the non-availability of the necessary data and cellular coverage required to access our Services, or due to your inability to accept or answer any communications or other attempts to contact you made by our Incident Managers, our Immediate Response Teams or us or our associates and/or affiliates.
8. No unauthorized promotional material: You agree not to create or sell advertisements, sponsorships, or promotions based upon our Services or any part thereof, or the sale of advertisements, sponsorships, and/or promotions on any website or blog containing any part of

the information, material, videos or Services provided on our website, including without limitation any “pop-up advertisements”.

9. *No unauthorized access of other Users' accounts:* You agree not to utilise the accounts of other Users without their permission. You shall be solely responsible for demonstrating that you have received such permission from such Users.

10. *No illegal or unauthorized usage:*

10.1. You agree not to utilise our Services for any unlawful purpose, for any purpose amounting to nuisance, annoyance or inconvenience to any individual or entity, or in violation of local, state, national or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.

10.2. This includes, but is not limited to, attempts to remove, circumvent, disable, damage or otherwise interfere with our Services, copyright or other proprietary notices on our Platform or security-related features of our Services, features that prevent or restrict use or copying of any content and/or our Services accessible through our platform, or features that enforce limitations on the access and/or use of the Rakkshak platform or our Services.

10.3. In addition, you also agree to not assert or authorize or assist or encourage any third party to commit any unauthorized acts as contained in the Agreement. Any unauthorised use of our Services by you may give rise to a claim for damages and/or be a criminal offence. We bear no responsibility for such claims or offences being sought or enforced by third parties upon you, should they arise by such unauthorized usage of our Services by you.

11. *False Alarms:*

11.1. You hereby undertake to avoid any action that might cause the activation of a SOS button or request for Rakkshak in situations not qualifying as an emergency and/or distress situation and at times not required by you (that is, triggering a “**False Alarm**”). In case a False Alarm is triggered by accident or in situations not qualifying as an emergency and/or distress situation, you may cancel it at the time our Incident Manager contacts you.

11.2. Where you are able to cancel a False Alarm before our Immediate Response Team is contacted, we shall not consider this as any consumption of our Services. However, where an Immediate Response Team is contacted before you cancel such False Alarm, we shall be required to consider such a situation as a consumption of our Services.

11.3. You hereby undertake to ensure that False Alarms are kept to a minimum. Should you make more than 2 such False Alarms in a six (6) months period, without prejudice to any other rights and remedies available to the Company, the Company would be entitled to: (i) terminate this User Agreement with immediate effect; and/or debar you from using Rakkshak; and/or (ii) restrict or deny your access to the Rakkshak Interface (or any part thereof) at any point in time at its sole discretion.

12. *Safety:*

- 12.1. You understand, agree and acknowledge that you will not endanger and / or compromise the safety and/or life and/or limb and/or property of any User and / or our Teams and/or affiliates and associates and / or Third Party Service Provider and/or State Agency and/or Emergency Response Personnel including yourself under any circumstance.
- 12.2. You will do everything possible to render assistance to anyone to whom you have committed to respond on Rakkshak platform in an emergency and / or an instance needing support / help to the best of your ability, capability, resource and matching what a reasonable and prudent human being would do in such an instance ensuring that no law and / or rule and / or regulation in force in India or otherwise is not violated in any manner whatsoever and without endangering your life or limb in any manner whatsoever.
- 12.3. You will not tag users or send email invitations or mobile invitations to other Users, or other individuals, without their consent.

13. Your Conduct:

- 13.1. By posting information, participating in, listening to or otherwise using any communications or interactive service, including message boards, chat rooms, comment sections, etc. made available to you on or through our Services, you agree that you will not upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data or other information that:
 - 13.1.1. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other property or proprietary right of any party; constitutes unauthorized or unsolicited offers, proposals or advertising, promotional materials, junk or bulk e-mail ("*spamming*"), chain letters, charity requests, petitions for signatures or any other form of unauthorized solicitation, or any form of money laundering or lottery or gambling;
 - 13.1.2. harms minors in any way;
 - 13.1.3. contains software viruses, adware, spyware, worms, malicious code or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of other Users' accounts, our Services or any related data, software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
 - 13.1.4. is unlawful, menacing, threatening, abusive, harassing, vulgar, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit, paedophilic, or pornographic descriptions or accounts of sexual acts or otherwise violates our Agreement, or any laws in India as applicable;
 - 13.1.5. threatens the unity, integrity, defense, 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;

- 13.1.6. victimizes, harasses, bullies, degrades or intimidates any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability; or impersonates or falsely claims an affiliation with any person or entity;
- 13.1.7. deceives or misleads the addressee about the origin of such content, message or communication;
- 13.1.8. defames, harass, abuse, threaten or defraud other Users of our Services, or collect, or attempt to collect, personal information about Users or third parties without their consent; and/or
- 13.1.9. impersonates any individual, and/or reveals any individuals' identification documents or personal information, or otherwise violates all applicable laws in relation to such individuals' privacy or protection of personal information; and/or
- 13.1.10. is otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law.
- 13.2. We do not routinely pre-screen, monitor or edit the content posted by users of chat rooms, message boards, newsgroups, webcasts or other interactive services that may be available on or through our Services.
- 13.3. However, we may, in our sole discretion, perform such screening, editing or monitoring and to remove any content that, in our judgment, does not comply with the terms of use or is otherwise harmful, objectionable or inaccurate without any notice to you at any time and without any reason. We can remove any content or information you post on or through the RAKKSHAK Platform if we believe that it violates any law or the Agreement. We are not responsible for any failure or delay in removing such content.
- 13.4. Furthermore, we may also receive abuse complaints from other Users regarding the usage of your account or of our Services. We reserve the right to suspend or terminate access to our Services on the receipt of such abuse complaints.
- 13.5. We are not responsible for any claim for damages and/or any criminal offence arising out of your conduct or usage of our Services, and the responsibility for such events is to be borne solely by you.
14. Monitoring: You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, at our discretion:
 - 14.1. monitor submissions, requests, alerts etc.;
 - 14.2. alter, remove, or refuse to post or allow to be posted any submission, requests, alerts etc.; and
 - 14.3. disclose any submission, requests, alerts and the circumstances surrounding its transmission, to any third party in order to operate the Applications; to protect Rakkshak and its respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors,

suppliers and service providers, and the Applications' users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.

15. *Your Content:*

- 15.1. We may, in our sole discretion, permit you from time to time, to submit, upload, publish or otherwise make available on the Rakkshak platform any User Generated Content. The Rakkshak Platform may ask for your permission to access your content, information and location as well as information and locations that others have shared with you.
- 15.2. Subject to the permissions enabled by you and your behaviour, you specifically grant Rakkshak a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable and worldwide license to use any Content, including all User Generated Content, provided by you on the Rakkshak platform. This shall include the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display and otherwise exploit in any manner such Uploaded Content in any manner whatsoever (including in connection with the our operations or otherwise), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. This license ends when you delete your Content or your account unless your Content has been shared with others, and they have not deleted it.
- 15.3. You represent and warrant that you either are the sole and exclusive owner of all of Your Content or you have all rights, licenses, consents and releases necessary to grant Rakkshak the license to Your Content as set forth above and neither Your Content nor your submission, uploading, publishing or otherwise making available of such Content nor our use of Your Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 15.4. When you delete your Content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

16. *Communications From Us:*

- 16.1. You agree to maintain and promptly update your contact information, and any other information you provide to us, to keep it accurate, current and complete. You are responsible for providing us with your most current contact information.
- 16.2. Any communications or notices delivered to you using the latest contact information provided by you shall be deemed effective notice under this Agreement whether such communications or notices are received by you or not.
- 16.3. In the event you change or deactivate your mobile telephone number, you will update your account information on the Rakkshak Platform within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

- 16.4. You provide consent and all rights necessary to enable Users to sync (including through any application) their devices with any information that is visible to them on Rakkshak.

H. ADDITIONAL COMMITMENTS AS A SUBSCRIBER

1. *Subscriptions:* If you are a User wishing to avail of our Subscribed and Additional Services, you shall be required to enter into one of our Subscription Plans, in the manner specified in the Agreement and as detailed out in the Rakkshak Platform. In this regard, the following apply:
 - 1.1. Such Subscription Plans shall require you to pay certain Subscription Fees, which may be on an annual, monthly or pay-per-use basis. Such Subscription Fees shall be paid directly to us or our affiliates and associates or to Third Party Service Providers, as the case may be.
 - 1.2. Except as otherwise specified herein or as per the Subscription Plans indicated on the Rakkshak Platform, (i) fees are based upon subscription of Rakkshak (irrespective of their actual usage during the Subscription Term, except in cases where a pay per use arrangement has been accepted by us); and (ii) payment obligations are non-cancellable and fees paid are non-refundable, except in accordance with our refund policy.
 - 1.3. Where such subscription to the Rakkshak Platform and our Services is sponsored by your employer or any other third party, your employer or such third party shall be ordinarily responsible for payment of the Subscription Fees.
 - 1.4. It is hereby clarified, the Subscription Fees if revised by us, the revised Subscription Fee would be applicable to you after the expiry/upon renewal of the Subscription Term by you.
 - 1.5. False Alarms triggered are also chargeable against the subscription plan availed by the User, and in such cases where a False Alarm has been triggered and an Immediate Response Team is successfully contacted, depending on your Subscription Plan, we reserve the right to deem certain services as having been provided to you, and deducted from the overall services offered to you.
 - 1.6. Without prejudice to any other rights and remedies available with the Company, the Company may adjust expenses due from you against the Subscription Fees towards the unexpired portion of the Subscription Term and reduce it accordingly, at its sole discretion, if the dues are not paid to the Company promptly.
2. *Charges & Expenses For Additional Services:* The charges for the Additional Services (and goods provided in relation thereto) shall be paid by you directly to the Third Party Service Providers, as and wherever applicable. We shall not be responsible for collection/realization of the fees of the Third Party Service Providers from you. The terms and conditions for payments shall be such as approved by the law in force for the time being and it is your and the Third Party Service Providers' responsibility to effect the transaction in a proper legal manner.

- 2.1. Any expenses/costs incurred by us (and/or our affiliates and associates) in respect of any Additional Services rendered by the Company (and/or its representatives) shall be promptly reimbursed by you to us (including costs of any goods delivered to you).
- 2.2. In addition, conveyance expenses at a fixed rate shall ordinarily be payable by you with respect to travel of the Company's representatives for provision of Additional Services to you, and shall be informed to you at the relevant time, in accordance with the pre-determined rates of the Company.
- 2.3. You hereby agree and acknowledge that the charges/expenses for such Additional Services are not included and covered under your Subscription Fees and the Subscription Fees is limited to use of Rakkshak Platform and availing of Rakkshak only.
- 2.4. Even if your subscription to the Rakkshak Platform (and Subscribed services) is sponsored by your employer or any other third party on your behalf, you shall solely be responsible for payment of any charges/costs/expenses for any Additional Services availed.
3. Payment Merchants: For the purpose of ensuring transactions involving payment or refund of subscription fees for our Services, we may utilise the services of a third-party payment merchant or processor ("**payment merchant**") to bill Users.
 - 3.1. The processing of such payments or refunds shall be subject to the terms, conditions and privacy policies of the payment merchant, in addition to our Agreement. The payment merchant may collect your credit card and other financial information, as well as other personal information to process the payments or refund. The terms of such payment or refund will also depend upon on your choice of payment method, which will be determined by agreements between the financial institution, credit card issuer or other provider of your chosen payment method. ("**payment provider**").
 - 3.2. By making a payment, you agree to pay us, through the payment merchant, all subscription fees and/or charges due to us. You further authorize us to charge your chosen payment provider through the payment merchant, and agree to make such payment through the selected payment method.
 - 3.3. We are not responsible for errors or delays by such payment merchant or payment provider, and shall not be under any liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction.
4. Increase in subscription fees: We may increase the subscription fees charged at any time and for any reason, provided, however, all subscriptions confirmed via a purchase order as processed by the payment merchant before such date of revision of prices shall be honoured by us at the original agreed price. Such increase in subscription fees will be indicated via notice on the Rakkshak Platform.
5. Grievance and Refund Policy: Any grievances or refund request relating to our Services can be raised by you through email to us at contact@rakkshak.in.

- 5.1. All requests for grievances or refund will be reviewed by us individually. Genuine causes for a refund shall be limited to cases where a Subscriber is able to demonstrate a deficiency in our Services. We reserve the sole discretion to determine the amount of refund provided by us, depending upon the type and/or quantum of Services involved and consumed by the concerned Subscriber, as well as the nature and/or severity and/or genuineness of the deficiency being demonstrated by the Subscriber.
- 5.2. Notwithstanding the above, refunds shall be limited to the total amount of Subscription Fees and/or other amounts paid to us by a Subscriber. In cases for genuine causes for such refund, the final refunds shall be made after deducting Service Tax as is applicable in accordance with the current laws of India.
- 5.3. Depending upon the chosen payment method, refunds shall be issued to you, through our payment merchant, to your account maintained with your payment provider specified at the time of the original payment now being refunded, in accordance with the Agreement.

I. CANCELLATION & TERMINATION

1. We reserve the right to, on our sole discretion and for any or no reason without penalty, suspend or terminate your account, usage and access to our Services. Such termination may be undertaken in cases involving receipt of an abuse complaint from other Users or third parties, or in cases where we feel, in our judgement, you have violated the Agreement or have engaged in conduct which is otherwise harmful, illegal, objectionable or inaccurate. We reserve the right to issue such termination in the following manner:
 - 1.1. By immediate notice, in instances of any non-payment of any Subscription Fees or any other amounts due by you to us and/or our affiliates or our associates or any Third Party Service Provider.
 - 1.2. By issuing you a prior termination notice of 15 (fifteen) days if you commit a breach of our Agreement. Should you fail to cure such breach within 15 (fifteen) days of receiving such notice, we shall terminate your account, usage and access to our Services.
 - 1.3. By issuing you a prior termination notice of 5 (five) days upon the occurrence of any Force Majeure event which has not been cured in 60 (sixty) days.
 - 1.4. By issuing you a prior termination notice of 30 (thirty) days, for any other reason whatsoever.
2. You agree and acknowledge that such termination and discontinuance of access to our Services or any part thereof, may be performed by us with or without prior notice, and that we shall not be liable to you or other third parties for any such termination.
3. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity.

4. Your only remedy with respect to any dissatisfaction with (i) the platform or Services, (ii) any term of the Terms, (iii) Privacy Policy and/or any other Guidelines, (iv) any policy or practice of our in operating the platform or our Services, or (v) any information or material transmitted through our platform, is to terminate the Agreement and your account. You may terminate the Agreement at any time by deleting your account with us and discontinuing use of any and all parts of our Services.
5. Without prejudice to the above grounds for termination, in case your subscription has been procured through a corporate agreement with an entity paying the Subscription Fees on your behalf (“**Corporate Tie-Up**”) or through another application provider or device provider/manufacture, and such Corporate Tie-Up or arrangement with another application provider or device provider/manufacture ends and/or the entity stops making payment of the Subscription Fees on your behalf, you would be free to avail the subscription for Rakkshak Platform and associated services from us on your own, upon payment as an individual subscriber. In such circumstances, if you do not individually subscribe to the Rakkshak Platform and our Services, the access to Rakkshak Platform and all other Services shall be discontinued. In case where your subscription is through a Corporate Tie Up, we reserve a right to intimate to your employer/entity, and seek its assistance in resolution of any issues/complaints between you and us with regard to the Rakkshak Platform or associated services.

J. DISCLAIMER OF WARRANTIES & EXCLUSIONS

1. FOR THE AVOIDANCE AND REMOVAL OF ANY DOUBTS, YOU HEREBY UNDERSTAND, ACCEPT AND ACKNOWLEDGE THAT YOUR USE OF OUR SERVICES DOES NOT ESTABLISH RAKKSHAK AS A PROVIDER OF EMERGENCY RESPONSE SERVICES OR AS AN EMERGENCY RESPONDER, AND THAT YOU HEREBY ACCEPT AND ACKNOWLEDGE THAT WE ARE A TECHNOLOGY PROVIDER PROVIDING FACILITATION AND INTERMEDIARY SERVICES ONLY.
2. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE OR OUR AFFILIATES ARE NOT LIABLE FOR, AND THAT YOU AGREE NOT TO SEEK TO HOLD US OR OUR AFFILIATES LIABLE FOR THE CONDUCT OF OUR ASSOCIATES, TO THE MAXIMUM EXTENT ALLOWED UNDER LAW. WE AND OUR AFFILIATES AND ASSOCIATES MAKE NO WARRANTY, REPRESENTATIONS OR CONDITION ABOUT THE SUITABILITY, ELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF OUR SERVICES FOR ANY PURPOSE OR FUNCTIONING OF ANY DEVICE NECESSARY FOR OUR SERVICES.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RAKKSHAK PLATFORM, SERVICES AND WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. RAKKSHAK AND/OR ITS AFFILIATES AND/OR ITS ASSOCIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE RAKKSHAK PLATFORM, SERVICES AND WEBSITE INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ABSENCE OF ERRORS, BUGS, VIRUSES, AND/OR MECHANISMS WHICH MAY DISABLE, DAMAGE OR INTERFERE WITH COMPUTER SYSTEMS OR NETWORKS.

4. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU (AND NOT RAKKSHAK) ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELECOMMUNICATIONS, BROADBAND, AND COMPUTER HARDWARE, DEVICES, EQUIPMENT AND SERVICES NEEDED TO ACCESS AND USE OUR SERVICES AND FOR PAYING ALL CHARGES RELATED THERETO. WE DO NOT AND CANNOT GUARANTEE THAT OUR SERVICES WILL BE INVULNERABLE TO HACKERS OR OTHER UNAUTHORIZED USERS OR ALWAYS AVAILABLE.
5. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE DO NOT GUARANTEE THAT OUR SERVICES WILL FUNCTION ON ALL HARDWARE OR DEVICES OR IN LOCATIONS OTHER THAN OUR SERVICEABLE LOCATIONS. IN ADDITION, OUR SERVICES MAY SUBJECT TO MALFUNCTIONS AND DELAYS INHERENT IN THE USE OF TELECOMMUNICATIONS, INTERNET AND/OR GPS SYSTEMS.
6. YOU AGREE AND ACKNOWLEDGE THAT THE USUABILITY AND/OR ACCESSIBILITY OF OUR SERVICES AND THE PERFORMANCE OF OUR SERVICES DEPENDS ON MANY FACTORS OUTSIDE OUR CONTROL, INCLUDING ACTS OF A PUBLIC ENEMY, TERRORIST ACTIVITIES, QUARANTINE RESTRICTINS, STRIKES OR LABOUR UNRESTS, CIVIL COMMOTIONS OR REVOLUTIONS, ACTS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY, NATURAL DISASTERS, WEATHER CONDITIONS, TRAFFIC AND/OR TRANSPORTATION AVAILABILITY AND OTHER RELATED CONDITIONS, TELECOMMUNICATIONS NETWORK COVERAGE, FORCE MAJEURE EVENTS AND INTENTIONAL OR UNINTENTIONAL INTEREFENCES IN COMMUNICATIONS, ELECTRICITY, GPS AND OTHER NECESSARY OR RELEVANT SYSTEMS AND/OR PUBLIC UTILITIES.
7. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR ACCESS AND/OR USAGE TO OUR SERVICES ARE SUBJECT TO US RECEIVING THE APPROPRIATE ALERT, SIGNAL, CALL AND/OR CONSTANT DATA FEED, UPON THE SOS BUTTON BEING TRIGGERED BY YOU. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT WHERE YOU DO USE RAKKSHAK THROUGH APP PROVIDERS OR DEVICES THAT DO NOT BELONG TO YOU OR DO NOT SUPPORT THE RAKKSHAK PLATFORM, SUCH ARRANGEMENTS MAY NOT PERMIT YOU TO AVAIL ANY OR ALL OUR SERVICES OR OUR ADDITIONAL SERVICES. IN ALL SUCH CASES, THE PROVISIONS OF THE AGREEMENT RELATED TO SUCH SERVICES NOT PROVIDED ARE NOT APPLICABLE, AND WE SHALL NOT BE HELD LIABLE IF WE ARE UNABLE TO RENDER AND/OR PROVIDE ACCESS TO OUR SERVICES DUE TO THE FAILURE OF SUCH APP PROVIDERS OR DEVICES OR DUE TO THE UNAVAILABILITY OF THE NECESSARY AND APPROPRIATE ALERTS, SIGNALS, CALLS AND/OR DATA FEED REQUIRED BY US TO PROVIDE OUR SERVICES.

8. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT RAKKSHAK AND/OR ITS AFFILIATES AND/OR ITS ASSOCIATES RESERVE THE RIGHT AT ANY TIME AND FROM TIME TO TIME, TEMPORARILY OR PERMANENTLY, IN WHOLE OR IN PART, TO: MODIFY, SUSPEND OR DISCONTINUE OUR SERVICES; CHARGE FEES IN CONNECTION WITH THE USE OF OUR SERVICES; MODIFY AND / OR WAIVE ANY FEES CHARGED IN CONNECTION WITH OUR SERVICES; AND / OR OFFER OPPORTUNITIES TO SOME OR ALL USERS OF OUR SERVICES. IN ADDITION, YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES OR ANY OF OUR ASSOCIATES SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF OUR SERVICES, IN WHOLE OR IN PART, OR OF ANY SERVICE, CONTENT, FEATURE OR PRODUCT OFFERED THROUGH OUR SERVICES OR THE RAKKSHAK PLATFORM. WE AND OUR AFFILIATES AND ASSOCIATES MAKE NO WARRANTY, REPRESENTATIONS OR CONDITION THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR EXPECTATIONS.
9. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT OUR SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO SUBSTITUTE PUBLIC EMERGENCY RESPONSE SYSTEMS. INFORMATION YOU MAY RECEIVE VIA THE RAKKSHAK PLATFORM OR WEBSITE IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE OR MEDICAL CARE OR HEALTH CARE ADVICE OR MEDICAL CARE ADVICE OR FOR EMERGENCY RESPONSE BY STATUTORY AUTHORITIES OR LAW ENFORCEMENT AGENCIES OR DISASTER RELIEF EFFORTS OR ANY OTHER PROFESSIONAL ASSISTANCE IN ANY EMERGENCY. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. OUR SERVICES ARE PROVIDED TO HELP WITH PERSONAL SAFETY AND ON A BEST-EFFORT BASIS, BUT YOU SHOULD ALWAYS USE COMMON SENSE AND SEEK HELP WHEN IT IS NEEDED.
10. IN SPECIFIC EMERGENCY OR DISTRESS SITUATIONS, WE MAY FIND THAT YOU, AS A SUBSCRIBER, ARE UNABLE TO PROVIDE YOUR SPECIFIC CONSENT FOR AVAILING SUBSCRIBED OR ADDITIONAL SERVICES. ACCORDINGLY, AND IN YOUR BEST INTERESTS, WE OR OUR ASSOCIATES OR OUR AFFILIATES MAY TAKE ALL NECESSARY STEPS AS WE DEEM APPROPRIATE IN OUR SOLE DISCRETION AND JUDGEMENT TO PROVIDE OUR SERVICES TO YOU. YOU HEREBY AUTHORISE US OR OUR ASSOCIATES OR OUR AFFILIATES TO TAKE SUCH STEPS (INCLUDING TO ACCESS YOUR PERSONAL BELONGINGS, INFORMATION AND PROPERTY) TO RESPOND TO SUCH SITUATIONS. YOU DISCHARGE RAKKSHAK OF ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES THAT MAY ARISE IN RELATIONS TO SUCH ACTIONS UNDERTAKEN BY US OR OUR AFFILIATES OR OUR ASSOCIATES IN SUCH SITUATIONS.
11. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE AND OUR ASSOCIATES AND AFFILIATES ARE NOT LIABLE FOR, AND YOU AGREE NOT TO SEEK TO HOLD US OR OUR ASSOCIATES OR OUR AFFILIATES LIABLE FOR, THE CONDUCT OF THIRD PARTY SERVICE PROVIDERS OR STATE AGENCIES OR EMERGENCY RESPONSE PERSONNEL AND THAT THE RISK OF INJURY FROM

SUCH THIRD PARTY SERVICE PROVIDERS OR STATE AGENCIES OR EMERGENCY RESPONSE PERSONNEL RESTS ENTIRELY WITH YOU. WE CANNOT GUARANTEE THAT EMERGENCY RESPONSE PERSONNEL WILL RESPOND IN A TIMELY MANNER OR AT ALL, OR THAT THE MOST APPROPRIATE PERSONNEL WILL RESPOND. ADDITIONALLY, EMERGENCY RESPONSE PERSONNEL MAY NOT RESPOND BECAUSE OF APPLICABLE LAWS, REGULATIONS OR POLICIES. WE DO NOT ENDORSE ANY SERVICES PROVIDED BY ANY THIRD PARTY SERVICE PROVIDERS OR STATE AGENCIES. WE SHALL NOT BE RESPONSIBLE FOR ANY BREACH OF SERVICE OR SERVICE DEFICIENCY, OR DEFECTS IN ANY GOODS PROVIDED IN RELATION THERETO, AS PART OF SUCH ADDITIONAL SERVICES. WE DO NOT ASSURE OR GUARANTEE THE ABILITY OR INTENT OF SUCH THIRD PARTY SERVICE PROVIDERS OR STATE AGENCIES TO FULFIL THEIR OBLIGATIONS TOWARDS YOU IN RELATION TO SUCH SERVICES. WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE, WE WILL NOT BE LIABLE FOR ANY INCONVENIENCE SUFFERED BY YOU DUE TO ANY FAILURE OR DELAY, ON THE PART OF THE THIRD PARTY SERVICE PROVIDERS OR ANY STATE AGENCIES TO PROVIDE THE ADDITIONAL SERVICES OR DEFICIENCY OR INADEQUACY THEREIN; ANY MISCONDUCT OR INAPPROPRIATE BEHAVIOR BY THE THIRD PARTY SERVICE PROVIDERS OR ANY STATE AGENCIES OR THEIR PERSONNEL; ANY MISREPRESENTATION AND NEGLIGENCE ON THE PART OF SUCH THIRD PARTY SERVICE PROVIDERS OR ANY STATE AGENCIES; CANCELLATION OR RESCHEDULING OR ANY VARIANCE IN THE FEES CHARGED.

12. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR, AND SHALL NOT BE LIABLE FOR ANY COMMUNICATIONS, TRANSACTIONS OR DISPUTES BETWEEN YOU AND THIRD PARTY SERVICE PROVIDERS OR STATE AGENCIES OR EMERGENCY RESPONSE PERSONNEL OR ASSOCIATES OR OTHER USERS AND/OR SUBSCRIBERS AND/OR YOUR EMERGENCY CONTACTS. IF YOU HAVE A DISPUTE WITH ANY THIRD PARTY SERVICE PROVIDER OR STATE AGENCY OR EMERGENCY RESPONSE PERSONNEL OR ASSOCIATE OR OTHER USER OR EMERGENCY CONTACT, YOU ACKNOWLEDGE AND AGREE TO RELEASE US AND OUR AFFILIATES FROM CLAIMS, DEMANDS, DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (INCLUDING ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SERVICES. IN ADDITION, OUR ASSOCIATES HAVE A RIGHT TO REFUSE TO PARTICIPATE OR PROVIDE ASSISTANCE IN CERTAIN SITUATIONS WHERE YOU MAY REQUEST ACTIONS OR RESPONSES FROM US THAT, IN VIEW OF OUR AFFILIATES, MAY AMOUNT TO OUR PARTICIPATION IN OR PERPEPETUATION OF ANY ILLEGAL DEMANDS OR ACTIVITIES, OR WOULD THREATEN THE PERSONAL SAFETY, LIFE AND/OR LIMB OF OUR TEAMS OR COMPROMISE OUR ABILITY TO PROVIDE OUR SERVICES. IN SUCH SITUATIONS, OUR ASSOCIATES WOULD, ON A BEST EFFORT BASIS, CONTACT ALL STATE AGENCIES AS MAY BE NECESSARY AND/OR RELEVANT TO RESPOND AND ADDRESS SUCH SITUATIONS.
13. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY PROVISION OR FACILITATION OF SERVICES THROUGH OUR PLATFORM FROM ANY THIRD

PARTY SERVICE PROVIDERS OR ASSOCIATE SHALL BE PROVIDED AT THE SOLE DISCRETION OF RAKKSHAK OR OUR AFFILIATES. WE AND OUR AFFILIATES RESERVE THE RIGHT TO REFUSE THE PROVISION OR FACILITATION OF ANY SUCH SERVICES. IN ADDITION, WE DO NOT, AND CANNOT, EXERCISE CONTROL OVER THE EFFECTIVENESS, QUALITY, OR SAFETY OF SERVICES THAT ARE ACCESSED OR USED BY YOU FROM ANY THIRD PARTY SERVICE PROVIDERS OR ASSOCIATE THROUGH OUR PLATFORM OR OTHERWISE, NOR ARE WE INVOLVED IN ANY MANNER IN THE DETERMINATION OF ANY CHARGES, WHETHER UPFRONT OR OTHERWISE, WHICH MAY BE STIPULATED BY SUCH THIRD PARTY SERVICE PROVIDERS OR ASSOCIATE FOR THE PROVISION OF SUCH SERVICES.

14. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE INFORMATION, SOFTWARE, APPLICATIONS, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE RAKKSHAK PLATFORM, SERVICES AND WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND THAT RAKKSHAK SHALL HAVE NO LIABILITY FOR SUCH ERRORS, AND THAT RAKKSHAK HAS NO OBLIGATION TO CORRECT ANY ERRORS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY ADVICE, MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE RAKKSHAK PLATFORM, SERVICES AND/OR WEBSITE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE, MATERIAL OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE RAKKSHAK PLATFORM, SERVICES AND/OR WEBSITE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTY. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF OUR SERVICES. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF OUR USERS.
15. YOU HEREBY UNDERTAKE NOT TO USE OUR SERVICES FOR ANY UNAUTHORISED OR UNLAWFUL PURPOSE OR OTHERWISE REQUEST/INSTRUCT RAKKSHAK OR OUR AFFILIATES OR ASSOCIATES TO COMMIT ANY UNLAWFUL OR UNAUTHORISED ACT OR ANY ACT THAT VIOLATES THE RIGHTS OF ANY THIRD PARTIES. NOTHING IN THIS AGREEMENT SHALL PREVENT US FROM COMPLYING WITH THE LAW.

K. LIMITATION OF LIABILITY

1. TO THE MAXIMUM EXTENT PERMITTED UNDER ALL APPLICABLE LAW, IN NO EVENT WILL RAKKSHAK OR OUR ASSOCIATES OR OUR AFFILIATES BE LIABLE WITH RESPECT TO (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY LOSS OF USE, PROPERTY DAMAGE, INJURY, DEATH; OR (IV) ANY MATTER BEYOND OUR REASONABLE CONTROL, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RAKKSHAK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. TO THE MAXIMUM EXTENT PERMITTED UNDER ALL APPLICABLE LAWS, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF RAKKSHAK OR OUR AFFILIATES OR OUR ASSOCIATES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE GREATER THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO US HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY.

L. INDEMNIFICATION

1. To the maximum extent permitted by all applicable laws, we or our affiliates or our associates would not act as witnesses to any legal actions/proceedings or any investigations. You agree to indemnify and defend Rakkshak and our Affiliates and our Associates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to:
 - 1.1. any information (including Content) that you or anyone using your account submit, post, or transmit through our Services;
 - 1.2. the use of the Rakkshak Platform or our Services by you or anyone using your account;
 - 1.3. the commission of any unauthorized or any unlawful act or purpose through our Services;
 - 1.4. any legal actions/proceedings or investigations involving your use of our Services;
 - 1.5. the violation of the Agreement by you or anyone using your account; or
 - 1.6. the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account.
2. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. If we do assume the defence of such a matter, you will reasonably cooperate with Rakkshak in such defence.

M. GOVERNING LAW, JURISDICTION, DISPUTES & ARBITRATION

1. The Agreement shall be governed by and construed in accordance with the laws of India. You agree that any action at law or in equity arising out or relating to the Agreement or Rakkshak or our affiliates or our associates will be subject to the laws of India.
2. In the event of any cause of action and/or dispute claims and/or conflicts arising out of or relating to or in connection with the Agreement or the breach, termination or invalidity thereof, you and Rakkshak shall attempt to resolve such dispute within thirty (30) days of either party giving notice in writing to the other party of such dispute.

3. Where you and Rakkshak shall be unable to resolve such dispute within thirty (30) days as aforesaid, the dispute shall be submitted to final and binding arbitration at the request of either party giving notice in writing to that effect to the other party of such dispute. The dispute shall be settled exclusively in accordance with the Indian Arbitration & Conciliation Act of 1996.
4. The arbitration shall be conducted by a single arbitrator appointed by us. The venue of the arbitration shall be New Delhi, India. The language of the arbitration proceedings shall be English.
5. You and Rakkshak agree that the fee and charges of the arbitrator shall be fixed in accordance with the Delhi International Arbitration Centre (Administrative Cost Arbitrators' Fees) Rules as are applicable at the time of commencement of the arbitration proceedings. The Courts in New Delhi, India shall have exclusive jurisdiction to deal with disputes between you and Rakkshak including the arbitration proceedings and the awards passed thereto, and each of you and the Rakkshak hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of such arbitration proceedings and the awards passed thereto.
6. Notwithstanding the above, Rakkshak shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
7. Rakkshak shall have the sole discretion to suspend your use or access to our Services to you during the pendency of any dispute and/or arbitration proceedings with you.
8. YOU AND RAKKSHAK AGREE THAT ANY CAUSE OF ACTION AND/OR DISPUTE CLAIMS AND/OR CONFLICTS ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

N. MISCELLANEOUS

1. *Privacy Notice:* Your privacy is important to us. Please read our Privacy Policy carefully for information relating to our collection, use and disclosure of your personal information collected through your usage of our Services.
2. *Severability and Integration:*
 - 2.1. If any provision of the Agreement is held to be unlawful, void or for any reason unenforceable, then that provision will be limited or eliminated from Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. If two or more provisions of this Agreement are deemed to conflict with each other's operation, we shall have the sole right to elect which provision remains in force.
 - 2.2. In the event of termination in accordance with the Agreement, or the expiry of your Subscription Term or this Agreement, Parts F, Clause 15 of Part G, Part I, Part J, Part K, Part L,

Part N and any other provision which, by implication or by its nature is meant to survive expiry or termination of the Subscription Term or this Agreement, shall continue to remain valid and binding and shall survive such termination or expiry of the Subscription Term.

- 2.3. Expiry or termination of the Subscription Term, and/or the Agreement shall not prejudice or affect any right or remedies or liabilities accrued prior to the date of such termination or expiry.
3. Waiver: The failure of Rakkshak to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of the Agreement will be effective only if in writing and signed by the parties, and shall apply only in relation to the matter in respect of which it was specifically given. No waiver of any breach of the Agreement is a waiver of any subsequent or other breach. Neither the course of conduct between you and Rakkshak or our affiliates or associates nor any trade practices shall act to modify the Agreement.
4. Assignment: The Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. Any assignment attempted to be made in violation of the Agreement shall be null and void. We may assign our rights and/or obligations under this Agreement to any other party at our sole discretion. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us, appoint either party as the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
5. Entire Agreement: Unless otherwise specified herein, the Agreement shall constitute the entire agreement between you and us with respect to our Services and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to our Services. This will not be modified except in writing, signed by both parties, or by a change to our Agreement made by us in accordance with these Terms, as set forth in Part D herein.
6. Loyalty & Promotional Programmes: Rakkshak reserves the right to introduce from time to time such loyalty and promotional programs as it deems appropriate. The terms and conditions of such loyalty and promotional programs would be specified separately at the relevant time.
7. Grievances: Any grievances request relating to our Services can be raised by you through email to us at the above specified contact address, or through the “contact us” link on our Website. All requests for grievances will be reviewed by us individually.
8. Disclosure: The RAKKSHAK platform is hosted in India and is offered by Rosana Solutions (OPC) Pvt. Ltd. having its registered office at J-198, Saket, New Delhi – 110017. The RAKKSHAK platform is controlled and operated from India and is not intended to subject Rakkshak or its affiliates or its associates to the laws or jurisdiction of any state, country or territory other than that of India. We does not represent or warrant that the Applications or any part thereof are appropriate or available for use in any particular jurisdiction other than India.