

THIS AGREEMENT (“AGREEMENT”) EXPLAINS HOW YOU MAY USE THE GODREJ EVE MOBILE APPLICATION AND WEB SERVICES INSTALLED BY THIS INSTALLER PROGRAM. BY CLICKING ON THE "I AGREE" BUTTON, YOU GIVE YOUR PERMISSION AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS LISTED BELOW, AND YOU WILL THEN BE ALLOWED TO USE THE GODREJ EVE MOBILE APPLICATION (“SOFTWARE”) AND WEB SERVICES ONLY IF YOU AGREE TO THESE CONDITIONS.

IF YOU DISAGREE WITH ANY OF THE TERMS AND CONDITIONS BELOW, GODREJ & BOYCE MANUFACTURING COMPANY LTD. (“LICENSOR”) DOES NOT GRANT YOU PERMISSION TO USE THIS SOFTWARE OR ANY RELATED WEB SERVICES OF ANY KIND. IT IS UNDERSTOOD BY YOU THAT THE SOFTWARE AND ANY RELATED WEB SERVICES ARE EXCLUSIVELY OWNED BY THE LICENSOR.

Part I: Software License Agreement

In consideration for your use of the Software and any updates, customizations and/or enhancements, provided by the Licensor, you ("User") agree to the following terms and conditions.

1. License Agreement

- A. By accepting the terms of this Agreement, you agree that you are 18 years of age or older. You understand that this software is owned by the Licensor.
- B. You are granted a non-exclusive, non-transferable license (“License”) that says you may install and use this software on a maximum of number of activations on devices based on the type of license of the Software you have acquired. You have the right to use the Software from the period commencing upon acceptance of this Agreement and ending upon a termination date that may be specified by the Licensor.
- C. This License is in effect until either you or the Licensor terminates the License. The Licensor may change this Agreement at any time.

D. You acknowledge that the Software and its structure, organization, and source code constitute valuable trade secrets of the Licensor. Accordingly, you agree not to:

1. Copy, perform, distribute, modify, adapt, alter, translate, or create derivative or modified works from the Software;
2. Merge the Software with other software;
3. Sublicense, lease, rent, or loan the Software to any third party;
4. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software;
5. Otherwise use the Software except as expressly allowed in this Agreement. You may not seek intellectual property protection on the Software or any web services.

E. You shall not use the Software in any way that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights including their right to privacy, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other computer crime regulations, etc. The Licensor does not monitor or edit any transmissions, postings, routings or other materials which you may send, post, route, transmit or otherwise move through or with the Software. You may not use the Software in any manner that is unlawful, or in any way which is not in agreement with this License or terms of service.

F. You may not obtain income from the Software in a way which was not intended by the Licensor. If you do the Licensor will revoke your license immediately and the Licensor will not be responsible for any damages that might occur due to this revocation.

G. You may not transfer your License to another person or entity.

H. You may not make available or share any copyrighted material that doesn't belong to you. The burden to determine if the material is copyrighted rests with you.

- I. You may not defame, slander, harass, use a false identity, or violate the rights of any third party by using the Software or the web services.

2. Relationship and Ownership of Parties

The Licensor retains exclusive ownership of all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights and all other intellectual property rights and all other industrial rights in the Software and related documentation and literature, including any derivative works, modification, updates, or enhancements worldwide, whether applied for or not. All rights in and to the Software not expressly granted to the User in this Agreement are reserved by Licensor. Nothing in this Agreement shall be deemed to grant, by implication, estoppel or otherwise, a license under any of Licensor's existing or future intellectual property.

You agree to follow all proprietary laws that apply to your use of the Software. This Agreement gives you no rights, titles or any interests in any intellectual property owned by the Licensor. This Agreement creates no relationship between the Licensor and you other than that of licensor and licensee. Rights which are not granted to you through this license are automatically reserved by the Licensor. You are not allowed to use this Software without the Licensor's prior approval.

The Licensor may use certain software and tools developed by third parties. All rights associated with such software and tools are reserved by the owner of the third-party software. The owner of the third-party software or tools may enforce their rights against you directly in their own name.

The Licensor may change its price, pricing terms and pricing structure at any time in any way. The Licensor may discontinue its service at any time for any reason. The Licensor may charge for any support. The Licensor may limit certain features or access to certain parts of the Software with no warning or notice and with no liability. The Licensor may stop service either temporarily or finally any time for any reason with no warning or notice and with no liability.

The Licensor may deactivate accounts and release to the public any accounts that are inactive for an extended period of time.

3. Software Application and Services

- A. Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any service to which it connects, with or without notice and without liability to you.
- B. The Software is only available for supported devices and might not work on every device. Determining whether your device is a supported or compatible device for use of the Software is solely your responsibility, and downloading the Software is done at your own risk. Licensor does not represent or warrant that the Software and your device are compatible or that the Software will work on your device.
- C. Licensor may deploy changes, updates, releases or enhancements to the Software at any time. Licensor may provide maintenance and support for the Software, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge and agree that Licensor and its service providers, suppliers, and dealers are permitted at any time and without prior notice to remotely push software and firmware updates, enhancements, changes, modifications, additional functionality or bug fixes to the Software. You hereby consent to the foregoing and release Licensor and its service providers, suppliers, and dealers from any and all liability arising from such action.
- D. An older version of the Software may not be supported by Licensor and you will be required to update your device or the hardware to a recent most/current version for the functioning of the Software. Due to periodic Software upgrade(s), the devices or the hardware may not be compatible with the current version of the Software. You shall be solely responsible for any and all costs relating to your device and/or the hardware.
- E. Licensor shall bear no responsibility in the event you are unable to access or retrieve any data stored on your device or hardware or the web application.
- F. To the extent you choose to use or access the Software and any related services, you do so at your own initiative and are

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4. Payments and Fees

You agree to pay any services you sign up for on time and agree not to act in any way that could be viewed as fraudulent. You shall pay all applicable taxes which may be incurred due to location. You may not use obscenity or any illegal content with the Software.

5. Limitation of Liability

Licensor shall not be liable to you or any third party for any incidental, indirect, exemplary special or consequential damages, under any circumstances, including, but not limited to, lost profits, revenue or savings, loss of goodwill, or the loss of any data, even if Licensor had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall licensor's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by you under this Agreement. You acknowledge that the fees paid by you reflect the allocation of risk set forth in this Agreement without these limitations on its liability. The Licensor and its officers and employees are and will not ever be liable to you for any claim or claims of any kind caused by the use of the Software or any related web services. The Licensor will not be liable to you for any claims of any kind based on any legal theory of any kind. The Licensor is not liable to you for direct damages of any kind that could be in connection with third-party. The Licensor will not be liable to you for any claims of any kind based on any legal theory of any kind. The Licensor is not liable to you for direct damages of any kind that could be in connection with any third-party software used with the Software, any information or data accessed through the Software or access to or inability to access the Software or the Software servers. Any information supplied by other users or the Software servers could be delayed, inaccurate, in error, or contain omissions for which the Licensor will not have any liability. Notwithstanding anything else to the contrary, the Licensor's aggregate liability to you will not exceed

(collectively) the value of the product or Indian Rupees three thousand (₹3,000/-), whichever is higher, for any reason whatsoever.

Under no circumstances will Licensor be held liable for any harm resulting from downloading or accessing any information or material through use of the Software, any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, but not limited to, cyber-attacks, internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties.

6. Disclaimer of Warranties by Licensor

The Software and the included web services are provided “as is” without any express or implied warranty whatsoever, including but not limited to any functionality or its being virus free. You recognize that the “as is” clause of this Agreement is an important part of the basis of this Agreement, without which the Licensor would not have agreed to enter into this Agreement. The Licensor disclaim all warranties, express, implied, or statutory, regarding the Software and third- party content and services, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement and availability of any content or information or material provided by or accessible through the Software. Furthermore, Licensor makes no warranty that (1) the Software or third-party content and services will meet your requirements; (2) the Software or third-party content and services will be uninterrupted, accurate, reliable, timely, secure or error- free; (3) the quality of any products, services, information or other material accessed or obtained by you through the Software will be as represented or meet your expectations; or (4) any errors in the Software or third-party content and services will be corrected. No representation or other affirmation of fact regarding the Software shall be deemed a warranty for any purpose or give rise to any liability of third parties whatsoever. You acknowledge that you have relied on no warranties or statements other than as may be set forth herein. You acknowledge that your use of or reliance upon the Software and any third-party content and services accessed thereby is at your sole risk and discretion. In no event will the

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7. Controlling Law

The laws of India, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and the Licensor. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The parties agree that the courts of Mumbai, India will have exclusive jurisdiction for any dispute arising under, out of, or relating to this License Agreement.

8. Indemnification

You shall defend, indemnify, and hold harmless the Licensor, its officers, directors, contractors, agents and employees, from any and all claims or causes of action arising out of use of or related to the Software, and pay any and all damages and expenses (including but not limited to attorneys' fees incurred by Licensor and/or third parties) in connection therewith. Licensor reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Licensor in asserting any available defences.

You also agree to indemnify and hold the Licensor harmless from any claim or demand including reasonable attorneys' fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or conditions of this Agreement, your violation of applicable laws, or your violation of any rights of another person or entity.

Licensor will defend any third-party claim against you that your valid use of our Software infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Licensor will indemnify you against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that you: (a) promptly notify Licensor in writing of the IP Claim; (b) fully cooperate with Licensor in the defense of the IP Claim; and (c) grant Licensor the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Licensor will have no obligation to reimburse you for attorney fees and costs incurred prior to Licensor's receipt of notification of the IP Claim. You, at your own expense, may retain your own legal representation.

Additional Remedies -- If an IP Claim is made and prevents your right to use the Software, Licensor will either procure for you the right to continue using the Software or replace or modify the Software with functionality that is at least equivalent.

Exclusions. -- Licensor has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements you provide or a third party provides on your behalf; (b) your modification of any Licensor software or modification by a third party; (c) the amount or duration of use made of the Licensor Software, revenue you earned, or services you offered; (d) combination, operation, or use of Licensor Software with non- Licensor products, software or business processes; (e) your failure to modify, update or replace Licensor software as required by Licensor; or (f) any Licensor Software provided on a no charge, beta or evaluation basis.

This Section states Licensor's entire obligation and your exclusive remedy regarding any IP Claims against you.

9. No Waiver

If the Licensor fails to exercise any of its rights under this agreement for any reason it will not constitute a waiver of such or any rights in this agreement.

10. Severability

If a court finds any part of this Agreement unenforceable then the remainder of the Agreement will continue intact and in full force and effect.

11. Termination

This Agreement is effective unless terminated by the Licensor at any time for any breach of this Agreement. You may terminate this Agreement at any time by deleting the Software from your computer system and other storage media and/or deleting or deactivating your account. This Agreement and your right to use or access this Software, web service and any feature or portion of the Software shall automatically terminate if you breach this Agreement.

12. Legal Compliance

The Licensor may suspend or terminate use of the Software and this Agreement immediately upon receipt of any notice which alleges that you have used the Software for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, the Licensor may disclose the your identity and contact information, if requested by a government or law enforcement body, or as a result of a subpoena or other legal action, and the Licensor shall not be liable for damages or results thereof and you agree not to bring any action or claim against the Licensor for such disclosure.

Part II: Users Terms of Service

Introduction

By using the Software or other related services from the Licensor, you agree to be bound by the following terms and conditions:

Terms of Service Rules

1. You may not harm minors in any way. Use of the Software or related services to harm minors in any way is not allowed and is in violation of the law.
2. You may not use the Software for illegal purposes. The Software and related services may not be used for illegal purposes or support illegal activities. The Licensor reserves the right to cooperate with legal authorities, or any injured third parties in the investigation of any criminal or civil illegal activity.
3. Disputes with other users: It is your responsibility how you choose to interact with other users. The Licensor has no obligation to monitor disagreements between you and other users.
4. You may not make threats. Making threats against others or encouraging bodily harm or destruction of property is forbidden. The Licensor reserves the right to remove and/or deactivate user-created profiles and/or accounts that advocate or encourage expressions of violence, bigotry, racism, hatred, obscenity, profanity or other unacceptable behaviour as determined by the Licensor.
5. Obscene photos, videos, and images are not allowed.
6. Do not use the Software to spam others.
7. No intellectual property infringement is allowed. You may not upload or transmit any material that may infringe on any copyright, trademark, patent, design, or any proprietary rights of any party. To report any infringement please visit our contact page.
8. You may not access unauthorized accounts and services. You may not attempt to logon to accounts which are not yours.
9. You may not use the Software or web services to collect or attempt to collect personal information about third parties without their knowledge or consent.
10. You may not deal in fraud. You may not knowingly mislead others with the intent that the other party will act on it.
11. You may not act in a way that impedes others from communicating with the Software.
12. You may not interfere with or disrupt the servers or services.
13. You may not use the Software to damage the reputation of the Licensor, its employees, or any of its officers.
14. If you do not logon to the Software for 6 months or more, your account may be deactivated.
15. The Licensor reserves the right to modify or change the services it offers without notice. The Licensor shall not be liable to you or any 3rd party for changes in our services.

