

You will find here the complete description of all the terms & conditions of Grazitti Interactive and its Affiliates (Grazitti Interactive Inc.; Grazitti Interactive PTE Ltd.) (collectively, "Grazitti", "we" or "us"). It is very important for you to read and understand all the below mentioned terms and conditions. Your acceptance to these terms and conditions is required for you to sign up with any of our services/product plans.

- **Acceptance of Terms**

Your use of the Grazitti website is subject to these terms & conditions, which may be updated by us from time to time without notice to you. It is important for you to refer to these terms & conditions from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to these terms & conditions.

- **Description of Website Services**

Grazitti website currently provides users with the ability to harness the power of their professional networks to enhance their sales related activities. Unless explicitly stated otherwise, any new features that augment or enhance the website, including the release of new or specialized Company web-based services, are subject to these terms & conditions. In some instances, these terms & conditions and a separate end user license or similar agreement will apply to a service or product offered by Company. We may add, change, remove, suspend or discontinue any aspect of the website at any time without notice. We may also impose limits on certain features and services or restrict access to parts of the website without notice or liability. In order to use the website, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, (e.g., personal computer, modem, cell phone, other access device, etc.)

- **Intellectual Property Ownership; License**

The past, present and future website content, including, without limitation, organization, graphics, text, images, audio, videos, designs, compilations, advertising copy, and the trademarks, logos, domain names, trade names, service marks and trade identities; any and all copyrightable material (including source and object code); and all other materials related to the website, including without limitation, the "look and feel" of the website (collectively, "Content") are protected by applicable copyrights and other proprietary (including, but not limited to, intellectual property) rights and are the property of Grazitti, its parent, subsidiaries, affiliates, or its licensors. Except as expressly set forth in these T&C or otherwise expressly granted to you in writing by Company, no rights (either by implication, estoppel or otherwise) are granted to you. The copying, reproduction, rearrangement, sales, leasing, renting, distribution, redistribution, modification, downloading, exchanging, creating of derivative works, uploading, posting, transmitting, or publication by you, directly or indirectly, of the Content, including the removal or alteration of advertising, except pursuant to the express limited grant of rights hereunder, is strictly prohibited. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the website. Copying, archiving or storing any part of the website for a purpose that is not permitted by these terms & conditions is expressly prohibited without prior written permission from Company.

Subject to your strict compliance with these T&C, Company grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download - view, use and/or play a single copy

of the Content (excluding source and object code), provided that you: (i) retain all trademark, copyright and other proprietary notices contained in the original Content or any copy you may make of the Content; (ii) do not allow or aid or abet any third party (whether or not for your benefit) to copy or adapt the object code of the website's software, HTML, JavaScript, or other code; reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the website create to generate its web pages; or any software or other products or processes accessible through the website; and (iii) do not insert any code or product to manipulate the Content in any way that affects any user's experience.

- **Links to Other Websites**

The website may contain hyperlinks to other websites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the website and your browser will be re-directed to the other sites. The other sites may have their own terms of service and privacy policy and those Other Sites may have different practices and requirements than the Websites. Company may not have knowledge of, and is not responsible for, the content presented by any other site. As such, Company does not warrant or make any representation regarding the legality, accuracy, or authenticity of content presented by other sites. The hyperlinks to other sites do not constitute an endorsement by Company of any Other Site(s) or resources, or their content. The website is only providing these links to you as a convenience.

- **Our Linking Policy**

Any website that links to the website: (a) must not frame or create a browser or border environment around any of the Content of the Websites; (b) may link to,

but not replicate, the Content; (c) must not imply that Company or the Website are endorsing or sponsoring it or its products, unless Company has given its prior written consent; (d) must not present false information about Company or its products or services; (e) must not use any Company trademarks without the prior written permission from Company; and (f) must not contain content that could be construed as distasteful, offensive or controversial. By linking to the website, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these T&C, we reserve the right to deny permission to link to the website for any reason in our sole and absolute discretion.

- **Acceptable Use**

You will not use the website to:

- Upload, post, e-mail, transmit, display, distribute, promote, or otherwise make available: (i) any material that is false, unlawful, threatening, tortious, disparaging (including disparaging of Company, its parent, subsidiaries or affiliates), anything that adversely affects Grazitti business such as discouraging any person or entity from advertising with, linking to or supplying Grazitti, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or is otherwise objectionable in Company's sole discretion; (ii) information, software, or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright (including, without limitation, offering pirated computer programs or links to such

programs, information used to circumvent manufacturer-installed copy-protect devices, including serial registration numbers for software programs, or any type of cracker utilities), trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right; (iii) material of any kind that contains a virus, Trojan horse, time bombs, worms, spyware, bots, any automated use of the system, such as scripts, or other harmful component or restricts or inhibits any other user's uninhibited use and enjoyment of the website, interferes with or disrupts the website or servers or networks connected to the website, or disobeys any requirements, procedures, policies or regulations of networks connected to the Websites; (iv) information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Websites, or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to the Websites; or (v) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," requests for money, petitions for signature, or any other form of solicitation; encourage, promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law or otherwise make available any material that exploits or harms any individual, corporation or other entity.

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Websites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- Stalk, abuse, sexually exploit, violently exploit, act violently toward or otherwise harass another user.
- Use or attempt to use another's information, account, password, service or system except as expressly permitted.
- Solicit or collect personal data including telephone numbers, addresses, last names, or email addresses, about other users.
- You represent, warrant and agree that you will comply with the above acceptable use policy.

- **User Accounts, Additional Terms, and End User License Agreements**

Registration may be required for the use of certain portions of the website. In some instances, these T&C and separate end user license agreements that set forth additional conditions may apply to a service or product offered via the website. To the extent there is a conflict between these T&C and the terms of any applicable end user license or similar agreement, the end user license or similar agreement will control, unless the additional conditions expressly state that these T&C will control. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these terms & conditions will control. Registration data and certain other information about you are subject to the privacy policy posted at the website on which you are

providing your registration information. Please read that privacy policy for information on how your data will be handled. If you choose to provide information to the website, you agree to provide only true, accurate, current and complete information. If you create a user account, you agree to accept responsibility for all activities that occur under your account or password, if any, and agree you will not sell, transfer or assign your user account. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer, cell phone (or other internet access device, as applicable) so that others may not access any password-protected portion of the website using your name, user name or password in whole or in part.

- **Promotions**

The website may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements of you in connection with the applicable sweepstakes, contest or promotion.

- **Software**

Any software that we make available for download or use from the website and/or our servers (the "Software") is the copyrighted work of Company or its licensors or suppliers. Your use of the Software may be governed by the terms of an end user license agreement that accompanies or is included with the Software (the "License Agreement"). Please carefully read the License Agreement and Paragraph 7 above to determine the full extent of conditions

governing the use of such Software. without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the license agreement applicable to such software.

- **Third Party Content and Information**

The website contain Content that is provided for your convenience and enjoyment. Third parties provide some of the Content. You should be aware that the Content might contain errors, omissions, inaccuracies, outdated information, and inadequacies and that the Content may be subject to terms and conditions, which may be found on the website or in the documents and policies of third parties. We make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Content and will not be liable for any lack of the foregoing. Third party advertisers may offer goods, services and other materials to you on the website. Your correspondence and business dealings with others found on or through the website including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser. You agree that Company will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Content on the website. Under certain circumstances, we may permit third party users to upload content, in which event you may be exposed to offensive, indecent or objectionable content. Descriptions of, or

references to, products, services or publications within the website do not imply endorsement of that product, service or publication.

- **Information You Submit**

From time to time, the website may contain functionality through which you can upload or otherwise submit information, data, software, messages, photographs, audio, video, text and other materials to the website ("Your Upload Information"). For example, the website may offer forums, bulletin boards, wiki, chat rooms or other interactive areas ("User Forums"). Company, its parent, subsidiaries or affiliates or the directors, officers, employees, or other representatives of each of them do not endorse the content posted in User Forums. Company reserves the right, but is not obligated, to delete, move or edit Your Upload Information, in whole or in part, submitted by you to a User Forum for any reason in their sole discretion. Company reserves the right to suspend or terminate your access to the website and pursue all legal remedies if we believe your Upload Information infringes another's copyright or otherwise violates any law, rule or regulation. You acknowledge and agree that you are prohibited from accepting payment for Your Upload Information, including, without limitation, accepting payment for the inclusion of a logo, brand or other commercial content, in Your Upload Information. All of Your Upload Information is your sole responsibility. This means that you, and not Company, are entirely responsible for all of Your Upload Information that you upload, post, e-mail, transmit or otherwise make available via the website. If you post personal information in User Forums or on other publicly available areas of the website then you may receive unsolicited messages from third parties. Company cannot ensure the security of any information you post on publicly available areas of

the Websites. Under no circumstances will we be liable in any way for any of Your Upload Information including, but not limited to, any errors or omissions in Your Upload Information, or for any loss or damage of any kind incurred as a result of Your Upload Information. You represent that Your Upload Information is an original work by you or you have all necessary rights in it and to submit it to Company under the terms of these T&C; that it is not defamatory; and that it does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy or any other proprietary rights or otherwise violate any law, rule, or regulation. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of the terms of the T&C or any User Agreement.

Except as otherwise described in the posted privacy policy or other agreement on the website at which you provide Your Upload Information. Your Upload Information will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure to anyone, including but not limited to claimed intellectual property owners. When you upload Your Upload Information via the website, you irrevocably grant to Company, its parent, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free license containing, without limitation, all right, title and interest in Your Upload Information, including, without limitation, all patents, trademarks, service marks, trade names, trade identities, copyrights, trade secrets, logos, domain names, know-how, source code and object code, mask-work rights, inventions, moral

rights, author's rights, algorithms, rights in packaging, goodwill and other intellectual property and proprietary rights whatsoever in Your Upload Information. You further agree that Company, its parent, subsidiaries, affiliates, and partners and the directors, officers, employees, licensees and other representatives of each of them will have the unfettered right throughout the universe, in perpetuity, without any credit or compensation to you, to use, reuse, modify, alter, display, archive, publish, sub-license, perform, reproduce, disclose, transmit, broadcast, post, sell, translate, create derivative works of, distribute and use for advertising, marketing, publicity and promotional purposes, any of Your Upload Information or portions of Your Upload Information, and your name, voice, likeness and other identifying information, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing products using such Uploaded Information. You hereby waive any moral rights you may have in and to any of Your Upload Information, even if such material is altered or changed in a manner not agreeable to you. You agree and understand that Company, its parent, subsidiaries, affiliates, and partners are not obligated to use Your Upload Information submitted through the Websites or otherwise, and may alternatively choose to discard, and limit or block access to Your Uploaded Information without any liability whatsoever.

You acknowledge that the website, through Company, its parent, subsidiaries, affiliates, and partners undertakes no obligation to pre-screen Your Upload Information, but that it has the right, in its sole discretion to modify, transmit over various networks, refuse, move, block access to or remove any of Your

Upload Information. You agree that you must evaluate, and bear all risks associated with, the use of any of Your Upload Information including, but not limited to, any reliance on the accuracy, completeness, or usefulness of Your Upload Information. Since Company, its parent, subsidiaries, affiliates, and partners may not pre-screen user generated content, you may bear legal responsibility for others' exposure to any offensive indecent or objectionable content in Your Upload Information.

- **Disclaimer of Warranties**

The website, including, without limitation, all content, software, and functions made available on or accessed through or sent from the website, are provided "as is," "as available," and "with all faults." to the fullest extent permissible by law, company and its parents, subsidiaries and affiliates make no representation or warranties or endorsements of any kind whatsoever (express or implied) about: (a) the website; (b) the content and software on and provided through the website; (c) the functions made accessible on or accessed through the website; (d) the messages and information sent from the website by users; (e) any products or services offered via the website or hypertext links to third parties; and/or (f) security associated with the transmission of sensitive information through the website or any linked site. company does not warrant that the website, any of the website's functions or any content contained therein will be uninterrupted or error-free; that defects will be corrected; or that the website or the servers that makes them available are free of viruses or other harmful components. company does not warrant that your activities or use of the website is lawful in any particular jurisdiction and, in any event, company specifically disclaims such warranties. you understand that by using any of the

features of the website, you act at your own risk, and you represent and warrant that your activities are lawful in every jurisdiction where you access or use the websites or the content. further, company and its subsidiaries and affiliates disclaim any express or implied warranties including, without limitation, noninfringement, merchantability, fitness for a particular purpose, and title. company, its parent, subsidiaries or affiliates or the directors, officers, employees, or other representatives of each of them shall not be liable for the use of the website including, without limitation, the content and any errors contained therein. some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to the extent such jurisdiction's law is applicable to this agreement.

- **Disclaimers/Limitation of Liability**

You understand and agree that company limits its liability in connection with your use of the website as set forth below: under no circumstances shall company, its parent, subsidiaries, or affiliates or the directors, officers, employees, or other representatives of each of them (collectively, the "company entities and individuals") be liable to you for any loss or damages of any kind (including, without limitation, for any special, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages that are directly or indirectly related to (1) the website, the content, or your upload information; (2) the use of, inability to use, or performance of the website; (3) any action taken in connection with an investigation by company or law enforcement authorities regarding your use of the website or content;(4) any action taken in connection with copyright owners; (5) any errors or omissions in the website's technical operation, even if foreseeable or even if the company entities and individuals

have been advised of the possibility of such damages whether in an action of contract, negligence, strict liability tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the websites). in no event will the company entities and individuals be liable to you or anyone else for loss or injury, including, without limitation, death or personal injury. some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. in no event shall the company entities and individuals total liability to you for all damages, losses, or causes of action exceed one hundred dollars (\$100).

The company entities and individuals are not responsible for any damage to any user's computer, modem, cell phone, hardware, software, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

Your access to and use of this website is at your risk. if you are dissatisfied with the website or any of the content, your sole and exclusive remedy is to discontinue accessing and using the website or the content.

You recognize and confirm that in the event you incur any damages, losses or injuries that arise out of company's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, property, product, program, television show, motion picture or other audio/visual content owned or controlled by company and/or its parents, subsidiaries, and/or affiliates or your

upload information, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of company website, property, product, program, television show, motion picture or other audio/visual content or your upload information or any and all activities or actions related thereto.

- **Indemnity**

You agree to defend, indemnify and hold harmless the Company Entities And Individuals with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with this T&C, including, without limitation: (a) your use of the Website; (b) your violation of these T&C or any law, rule or regulation; (c) your use of the Content; or (d) any of Your Upload Information. You will cooperate as fully and reasonably as required by Company in the defense of any claim. Notwithstanding the foregoing, Company retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Company herein under the terms and provisions of this Section 15 and in no event shall you settle any such claim without Company's prior written approval.

- **Governing Law**

These t&c and the interpretation of these t&c shall be governed by and construed in accordance with the laws of the state of haryana.

- **Jurisdiction and Venue**

You waive all rights to trial by jury in any action or proceeding instituted in connection with these T&C and/or the Website. Any controversy or claim arising

out of or relating to these T&C and/or the Website shall be settled by binding arbitration in accordance with the commercial arbitration rules of Panchkula, Haryana, India. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

- **Miscellaneous**

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the website and the Content, including, without limitation, those governing your transmission or use of any software or data. These T&C and any applicable end user license or similar agreements contain the sole and entire agreement between the parties with respect to the Websites, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. The section titles in these T&C are for your convenience only and do not have any legal or contractual effect. You agree that these T&C will not be construed against Company by virtue of having drafted these T&C. If any provision of these T&C shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these T&C. No waiver on the part of Company of any of these T&C will be of any force or effect unless made in writing and signed by a duly authorized officer of Company.

- **Termination**

You understand and agree that Company will determine your compliance with these T&C in its sole discretion. Company reserves the right to deny access to

all or part of the website and to deny access to any person in its sole discretion without notice or liability of any kind. Any violation of these T&C may be referred to law enforcement authorities. Upon termination of your user account or access to the website, or upon demand by Company, you must destroy all materials obtained from this website and all related documentation.

- We have no refund/cancellation policy. However, in exceptional cases, a mutually satisfactory solution can be worked out – for services, as per the SOW, and for products, as per the licenses & agreement.