

# Terms of Use

Please see below for all the information you need to know before you start using the Site.

IMPORTANT: PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS WEB SITE, WHICH IS OPERATED BY MTALKZ MOBILITY SERVICES (P)LTD. ON BEHALF OF ITSELF AND ITS AFFILIATED COMPANIES (COLLECTIVELY, "mTalkz"), AT MTALKZ.COM, INCLUDING ALL ASSOCIATED SITES LINKED TO MTALKZ.COM BY MTALKZ AND/OR ITS AFFILIATED COMPANIES (THE "SITE").

The Site is owned by mTalkz and by accessing and using it you are indicating that you accept, and agree to comply with, these Terms. The terms "you" and "your" for purposes of these Terms, means both you in your individual capacity, and the company or other business entity whom you represent and on whose behalf you use the site under actual or apparent authority. By agreeing to these Terms and/or using the site, you represent and warrant that you have the authority to represent and legally bind the company or other business entity for whom you are acting. If you do not have such authority, you are solely responsible for all acts and omissions relating to your use of the Site.

## Changes to Terms

mTalkz may add to, change or remove any part, term or condition of these Terms, and any Content (as defined below), including, without limitation, product and service descriptions. By continuing to access and use the Site, you are indicating your acceptance of such changes. mTalkz will notify you of changes to these Terms by posting the revised version and changing the "Last Updated" date above. Please check these Terms periodically for changes.

## Privacy

mTalkz will only use any personal information that you provide to mTalkz in connection with your use of the Site and mTalkz 's products and services in accordance with the terms of mTalkz 's privacy policy (the "Privacy Policy"). In this regard, you agree to the then-current version of the Privacy Policy that you can find and read at [insert link]. You hereby agree that mTalkz may use your personal information in accordance with the terms of the Privacy Policy.

## Use of Site

Subject to your compliance with these Terms, mTalkz hereby grants you a limited, personal, revocable, non-transferable, non-sub licensable, and non-exclusive license to access the Site and use the information, text, images, graphics, user and visual interfaces, applications, software, product and service data sheets, operation and maintenance manuals, technical notes, documents, and other materials displayed on the Site (collectively, the "Content"), solely for your own personal internal business use, on the condition that such use is solely in accordance with the purposes for which mTalkz makes the Site and Content available. You may not copy, modify, reproduce, publicly display or perform, distribute, or otherwise use the Content except as expressly set forth above. You may not remove any copyright or other proprietary notices from any Content. If you breach any term or condition of these Terms, your authorization to use the Site and Content automatically terminates without notice to you, and you must immediately destroy any copies of the Content in your possession.

## Password and Responsibilities

Certain areas of the Site are only open to you if you register. You must provide mTalkz with accurate, complete and updated registration information. Failure to do so will result in the immediate termination of your registration and right of access to the corresponding areas. You are solely responsible for keeping your login name and password secure and confidential. You are solely responsible and liable for all activity, including any misuse, that occurs under your login name and password. You agree to immediately notify mTalkz of any unauthorized use of your password or any other breach of security. Each registration is for a single user only. You may not share your password or any other registration information with any other natural person or entity and you may not share or transfer your registration.

## **Prohibitions**

You hereby represent and warrant that you will not, and will not induce any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Site or otherwise attempt to gain unauthorized access to any portion or feature of the Site or Content, or any other systems or networks connected to the Site, or to any server of mTalkz or its third party service providers, by hacking, password "mining", or any other illegal means; (b) use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Site or Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Site, or with any other person's use of the Site; (d) breach any security measures implemented on the Site; (e) track or seek to trace any information on any other person who visits the Site; (f) use the Site or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by these Terms or applicable laws, rules or regulations, including, without limitation, laws applicable to the export of software and data; or (g) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to, the Site or Content, or otherwise made available to you in connection with the Site or Content.

## **Indemnification**

You hereby agree to defend, indemnify and hold each of the mTalkz Parties (as defined below) harmless from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorneys' fees and costs) arising from your breach of these Terms or otherwise arising from your use or misuse of the Site or Content.

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## **Feedback**

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## **Third Party Web Sites**

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### **Disclaimer of Warranties**

THE SITE AND CONTENT ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. MTALKZ, ON BEHALF OF ITSELF AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MTALKZ PARTIES"): (A) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT REPRESENT OR WARRANT THAT THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE AND CONTENT WILL BE TIMELY, UNINTERRUPTED, STABLE, OR SECURE; (C) DOES NOT REPRESENT OR WARRANT THAT THE SITE AND CONTENT WILL BE ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (D) DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR CONTENT IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOUR USE OF THE SITE AND CONTENT IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND CONTENT. THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND MTALKZ. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MTALKZ OR ANY PERSON ON BEHALF OF MTALKZ SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY. NOTHING IN THIS PARAGRAPH SHALL EXCLUDE OR LIMIT MTALKZ'S WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitation of Liability**

IN NO EVENT WILL ANY MTALKZ PARTY BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF, THE SITE AND CONTENT, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF AN MTALKZ PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING THE FOREGOING, AN MTALKZ PARTY IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE OR CONTENT, THE RELEVANT MTALKZ PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE SUM OF ONE HUNDRED US DOLLARS (US \$100). NOTHING IN THIS PARAGRAPH SHALL EXCLUDE OR LIMIT ANY MTALKZ PARTY'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH MTALKZ PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **Export Control**

MTALKZ makes no representation or warranty that the Site and Content are appropriate or available for use outside the United States and the European Union, and the access and use of the Site and Content in jurisdictions where their access and use is illegal is prohibited. You are solely responsible for determining whether you are permitted to access and use the Site and Content under the laws of the jurisdiction from which you access and use them. You may not use, export or re-export the Content in violation of any applicable laws, rules or regulations.

### **Electronic Communications**

Whenever you visit the Site or send e-mails to mTalkz, you are communicating with mTalkz electronically. For that reason, you also consent to receive communications from mTalkz electronically. mTalkz will communicate with you by e-mail, by posting notices on the Site or by such other means as mTalkz may determine from time-to-time. You agree that all agreements, notices, disclosures and other communications that mTalkz provides to you electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

### **Miscellaneous**

1. **Changes to these Terms** - We may revise these Terms from time to time and the most current version will always be posted on the Site. If a revision, in our sole discretion, is material we will notify you. By continuing to access the Site after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop accessing the Site.
2. **Assignment** - These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by mTalkz without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
3. **Entire Agreement/Severability** - These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with mTalkz in connection with the Products, shall constitute the entire agreement between you and mTalkz concerning the Products. If any provision of these Terms is deemed invalid, illegal or unenforceable, then that provision shall be enforced to the maximum extent permissible so as to maintain the intent of these Terms, and all other remaining provisions of these Terms will remain in full force and effect.
4. **No Waiver** - No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and mTalkz's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### **Governing Law**

These Terms will be construed and enforced in all respects in accordance with the laws of the state of New Delhi without reference to its choice of law rules. Except as set forth below, competent courts seated in New Delhi shall have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, these Terms, and you hereby irrevocably waive any objection to such exclusive jurisdiction; provided however, that mTalkz may seek to enforce any judgment in its favor in any court of competent jurisdiction. Notwithstanding the foregoing, mTalkz may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its proprietary and other rights. You agree that your breach or threatened breach of these Terms may result in immediate and irreparable damage to mTalkz for which there is no adequate remedy at law. These Terms are only valid in the English language.

# **THANK YOU**