

TERMS AND CONDITIONS OF USE (LYFCARD)

1. TERMS AND CONDITIONS OF USE

- 1.1. By downloading, browsing, accessing or using this Lyfcard mobile application ("Lyfcard App"), you agree to be bound by these Terms and Conditions of Use. Lyfcard is made available by Hey Budd Technologies Pvt. Ltd., a private limited company bearing CIN U72900KA2018PTC114676, having its registered office at Door No. 12-5-498, Jyothi Mahal, Car Street Cross Road, Car Street Mangalore 575001, India ("Hey Budd", "we", "us" or "our").
- 1.2. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to Lyfcard and your use of the services offered on Lyfcard. Continued use of Lyfcard will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time.

2. DEFINITIONS

In these Terms and Conditions of Use, the following terms shall have the following meanings, except where the context otherwise requires:

"Abusive Users" means users who make use of Lyfcard to engage in abusive behaviour, as may be reasonably deemed by us, towards other users or any other person.

"Account" means the profile created by a User on Lyfcard as part of Registration.

"Privacy Policy" means Lyfcard's Privacy Policy, as may be amended from time to time.

"Registration" means creating an Account by logging into Lyfcard and filling in the required information on the User's profile.

"Services" means all the services provided by us via Lyfcard to Users, and "Service" means any one of them.

"Users" means users of Lyfcard, including you and "User" means any one of them.

3. GENERAL ISSUES ABOUT THE MOBILE APPLICATION AND THE SERVICES

- 3.1. **Applicability of terms and conditions:** The use of any Services and/or Lyfcard are subject to these Terms and Conditions of Use.
- 3.2. **Location:** The Services of Lyfcard are intended solely for use by Users who access Lyfcard from their location at the time of receiving the Services. We make no representation that the Services (or any goods or services) are available or otherwise suitable for use outside such location. Notwithstanding the above, if you access Lyfcard and/or avail the Services from any outside locations, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.
- 3.3. **Scope:** Lyfcard and the Services are for your non-commercial, personal use only and must not be used for business purposes.
- 3.4. **Prevention on use:** We reserve the right to prevent you from using Lyfcard and the Service (or any part of them) for any reasons without issuance of any prior notice.

- 3.5. **Equipment and Networks:** The provision of the Services and Lyfcard does not include the provision of a mobile telephone or handheld device or other necessary equipment to access Lyfcard or the Services. To use Lyfcard or Services, you will require Internet connectivity and appropriate telecommunication links including an appropriate device. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using Lyfcard. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing Lyfcard or any such third-party charges as may arise. You accept responsibility for any such charges that arise.
- 3.6. **Permission to use Lyfcard:** If you are not the bill payer for the mobile telephone or handheld device being used to access Lyfcard, you will be assumed to have received permission from the bill payer for using Lyfcard.
- 3.7. **License to Use Material:** By submitting any text, information, reports or images (including photographs) ("Material") via Lyfcard, you represent that you are the owner of the Material and/or the said Material pertains to you, or have proper authorization from the owner of the Material to use, reproduce and distribute it.

4. LOCATION ALERTS AND NOTIFICATIONS

You agree to receive pre-programmed promotional adverts, alerts and such other information ("Notifications") from Lyfcard or our Merchants on your mobile telephone or handheld device. You also agree to receive Notifications based on your location from Lyfcard and our Merchants if you have turned on location services on your mobile or handheld device (as the case may be).

5. YOUR OBLIGATIONS

- 5.1. **Accurate information:** You warrant that all information provided on Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.
- 5.2. **Content on Lyfcard and Service:** It is your responsibility to ensure that any products, reports or information available through Lyfcard or the Services meet your specific requirements.
- 5.3. **Prohibitions in relation to usage of Lyfcard:** Without limitation, you undertake not to use or permit anyone else to use the Services or Lyfcard: -
 - 5.3.1. to post, send or receive any Objectionable Content;
 - 5.3.2. to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy or any other third-party rights;
 - 5.3.3. to send or receive any material for which you have not obtained all necessary licences and/or approvals (from us or third-parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third-party in any country in the world;

- 5.3.4. to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
 - 5.3.5. to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
 - 5.3.6. for a purpose other than which we have designed them or intended them to be used;
 - 5.3.7. for any fraudulent purpose;
 - 5.3.8. in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
 - 5.3.9. in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.
- 5.4. ***Prohibitions in relation to usage of Services:*** Without limitation, you further undertake not to or permit anyone else to: -
- 5.4.1. furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;
 - 5.4.2. attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks;
 - 5.4.3. execute any form of network monitoring which will intercept data not intended for you;
 - 5.4.4. extract data from or hack into Lyfcard;
 - 5.4.5. use the Services or Lyfcard in breach of these Terms and Conditions of Use;
 - 5.4.6. engage in any unlawful activity in connection with the use of Lyfcard or the Services; or
 - 5.4.7. engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying Lyfcard or the Services.

6. RULES ABOUT USE OF THE SERVICE AND LYFCARD

- 6.1. We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or Lyfcard will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us through the means provided on our official website.
- 6.2. We do not warrant that your use of the Services or Lyfcard will be uninterrupted, and we do not warrant that any information (or messages) transmitted via the Services or Lyfcard will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and Lyfcard, access to the Services and Lyfcard may be suspended, restricted or terminated at any time without prior notice.
- 6.3. We do not give any warranty that the Services and Lyfcard are free from viruses or anything else which may have a harmful effect on any technology.
- 6.4. We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on Lyfcard from time to time. Your access to Lyfcard and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we

reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from Lyfcard at any time without prior notice.

- 6.5. We reserve the right to block access to and/or to edit or remove any Objectionable Content or other materials which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use;

7. SUSPENSION AND TERMINATION

- 7.1. If you use (or anyone other than you, with your permission uses) Lyfcard or any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Lyfcard with immediate effect without prior notice.
- 7.2. If we suspend the Services or Lyfcard, we may refuse to restore the Services or Lyfcard for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.
- 7.3. Our rights under this Clause 7 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8. DISCLAIMER AND EXCLUSION OF LIABILITY

- 8.1. Lyfcard, the Services, the information on Lyfcard and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.
- 8.2. To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to Lyfcard and its contents, including in relation to any inaccuracies or omissions in Lyfcard, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.
- 8.3. We do not warrant that Lyfcard will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that Lyfcard will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
- 8.4. While we may use reasonable efforts to include accurate and up-to-date information on Lyfcard, we make no warranties or representations as to its accuracy, timeliness or completeness.
- 8.5. We shall not be liable for any acts, omissions or representations of any third-parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with Lyfcard and the services offered in Lyfcard, your access to, use of or inability to use Lyfcard or the services offered in Lyfcard, reliance on or downloading from Lyfcard and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.
- 8.6. We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential,

collateral, special or incidental loss or damage suffered or incurred by you in connection with Lyfcard and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

- 8.7. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.
- 8.8. Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to Lyfcard, or electronic mail transmitted to and from us, will not be monitored or read by others.

9. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of

- 9.1. your use of the Services,
- 9.2. any other party's use of the Services using your user identification details, verification PIN and/or any password and/or
- 9.3. your breach of any of these Terms and Conditions of Use,

and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on Lyfcard are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.
- 10.2. Nothing contained on Lyfcard should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on Lyfcard without our written permission. Misuse of any trademarks or any other content displayed on Lyfcard is prohibited.
- 10.3. We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

11. AMENDMENTS

- 11.1. We may periodically make changes to the contents of Lyfcard, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of Lyfcard.

11.2. We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on Lyfcard and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

12. APPLICABLE LAW AND JURISDICTION

12.1. Lyfcard can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing Lyfcard, both you and we agree that the laws of India, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of Lyfcard.

12.2. You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of Mangalore, India in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

13. PRIVACY POLICY

Access to Lyfcard and use of the Services offered on Lyfcard by us or our suppliers is subject to our Privacy Policy. By accessing Lyfcard and by continuing to use the Services offered, you are deemed to have accepted our Privacy Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in our Privacy Policy and for the purposes set out hereinabove. We reserve the right to amend our Privacy Policy from time to time. If you disagree with any part of our Privacy Policy, you must immediately discontinue your access to Lyfcard and your use of the Services.