



TERMS & CONDITIONS

This document is an electronic record in terms of the Information Technology Act, 2000 (“**the Act**”) and rules made thereunder, as amended from time to time. This document is published in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**Data Protection Rules**”) that require publishing the rules and regulations, privacy policy and terms of use for access or usage of its website and application for mobile and handheld devices (if any).

1. Introduction

- 1.1 Welcome to (“the Website”), provided and owned by Aarav Unmanned Systems Private Limited, a company incorporated under the laws of India and having its registered office at No. 3, MCHS Layout, 80 Feet Main Road, Jakkur – 560 064, Bangalore, Karnataka. For the purpose of these terms and conditions (“Terms”), wherever the context requires, any reference to the words “Aarav”, “Aereo”, “AUS”, “we”, “our” or “us” shall mean and include our affiliates and assigns and any reference to the words “you”, “yours” or “user(s)” shall mean and include any individual accessing and/or using the Website and in the case of an entity or business, then such authorised representative of the entity or business who is accessing and/or using the Website. In accessing and/or using the Website (which shall include any content, materials, information, documents, services, videos, images, advice, instructions available on the Website) you are deemed to have fully and unconditionally accepted these Terms listed below or as may be revised from time to time at our sole discretion and in accordance with applicable law, and you understand and agree that you are bound by these Terms in relation to accessing and/or using this Website and shall not include any third party products/services available to you through the use of the Website. If you want to ask us anything about these Terms or have any comments or complaints on or about our Website, please email us at info@aereo.io.]
- 1.2 These Terms govern your access or use of Aereo's Website, mobile sites, and applications (collectively, the “**Platform**”), in order to avail the products and services provided to users by Aereo directly or via the Platform (“**Services**”). These Terms incorporate Aereo's standard policies, procedures, and terms and conditions for use of the Website, including: (i) these Terms applicable to users of the Website, (ii) Privacy Policy and any other policies of Aereo as may be referenced by name or by links in these Terms or otherwise detailed in the Platform, as updated from time to time.
- 1.3 By accessing or using the Platform and/or related Services or by clicking “accept” or “agree” to these Terms, (i) you acknowledge that you have read, understand, and agree to be bound by these Terms and (ii) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Website.
- 1.4 We reserve the right to update these Terms from time to time at our sole discretion and shall inform you of such change by a communication through email and/or by publishing a notification on the Website regarding such change. It is important that you look through the updated Terms since your continued access and/or usage of the Website will be considered as a deemed unconditional acceptance of our updated Terms. If you do not

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agree with these Terms or any modified version of these Terms, you must immediately cease use of the Platform, refrain from availing the Services or terminate your use of the Platform and related Services, in which case you will no longer have access to Services. Except as otherwise expressly stated by Aereo, any use of the Services provided by Aereo on the Platform is subject to the version of the Terms in effect at the time of use.

2. Services

2.1 Aereo is engaged in the business of providing drone-based solutions for commercial applications in sectors like mining, urban planning, construction, energy, agriculture etc. Accordingly, the Platform enables (i) interested users to contact Aereo and request a demonstration of drone-based end-to-end integrated managed solutions for applications in urban planning, industrial areas, smart cities, micro-irrigation, watershed, mining, power, and infrastructure projects; (ii) interested users to review the various information provided by Aereo pertaining to its business, products and related services and (ii) provides users access to whitepapers prepared by Aereo and its affiliates; subject to the collection of relevant information from users in accordance with these Terms, the Privacy Policy and the Data Protection Rules.

2.2 For the purpose of providing Services described in Clause 2.1, the user will be required to share certain information with us, including by not limited to

- a) name of the individual user;
- b) company name;
- c) email address;
- d) contact number;
- e) website link;
- f) purpose of contacting Aereo; and
- g) any miscellaneous information entered by the user as remarks.

It shall be the user's sole responsibility to bring any incorrect information entered on the Website to our attention at the earliest.

2.3 We may also contact you by phone and / or email to update you on the Services requested or in case of any changes with respect to Services being provided. It is clarified that Aereo reserves the right to terminate the Services or any Service contact requests by the user, in the event the user cannot be reached through the means of communication described above, based on information provided by the user, at the time when we wish to reach out to you with respect to the Services requested/availed.

2.4 Mailing and SMS services: By accepting these Terms, user also accept to receive news, updates, offers/ campaign related SMS, to the mobile phone number provided by the user. By accessing and using the Platform and/ or verifying your contact number with us, User explicitly consent to receive such communications (through call, SMS, email or other digital and electronic means) from us and/or our authorized representatives regarding any new services or offerings, even if your contact number is registered under the DND/NCPR list under the Telecom Commercial Communications Customer Preference Regulations, 2018. In case users do not want to receive communications from their account with Aereo, then they can send an email to info@aereo.io for further assistance.



3. Accuracy of content

We have taken every care in the preparation of the content of this Platform, in particular to ensure that information reflected therein is correct at time of publishing and the Services offered have been accurately described. To the extent permitted by applicable law, Aereo disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on the Platform. Aereo shall not be liable to any person for any direct, indirect or consequential loss or damage which may arise from the use of any of the information contained in any of the materials on this Platform.

4. Eligibility to Use

4.1 Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Aereo shall take no responsibility for any users below the age of 18 years, or are otherwise incompetent to contract, who access this Platform in contravention of these Terms. Aereo reserves the right to restrict or terminate your access to the Platform and the Services if it is discovered that you are accessing this Platform in contravention of these Terms, as described above.

4.2 Unless otherwise specified, the Services on this Website (if any) are directed solely at those who access this Website from India. We make no representation that any Services referred to in the materials on this Platform are appropriate for use, or available outside India. Those who choose to access this Platform from outside India are solely responsible for compliance with laws applicable in the jurisdiction within which they fall and Aereo shall take no responsibility towards ensuring compliance with such applicable laws. For the sake of clarity, any reference to the use of the Platform shall include any access into the Website, and materials available therein, through the Platform.

5. Usage Restrictions

5.1 You agree and confirm that you shall not use the Platform for any of the following purposes:

- a) Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- b) Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- c) Gaining unauthorized access to information not belonging to you or which is not intended for you, to other user accounts, passwords or computer systems connected to or accessible through the Platform;
- d) Interfering with any other person's use or enjoyment of the Platform;
- e) Interfering or disrupting any networks or websites connected to the Platform, or that may otherwise cause harm to the Platform, the material or content stored therein;
- f) Infringing any intellectual property rights vested or deemed to be vested in us, including but not limited to copyrights, trademarks etc., through the unauthorized distribution, sale, copy, modification, adaption or transmission of protected materials or content on the Platform; and

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- g) Breaching any applicable laws.

6. Website Security

6.1 You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation:

- a) Accessing data not intended for you or logging onto a server which you are not authorized to access;
- b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c) Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing'; or
- d) Sending unsolicited emails, including promotions and/or advertising of products or services.

6.2 In addition to the aforementioned, user agrees, undertakes and confirms that its use of Platform shall be strictly governed by the following binding principles contained herein below. User shall not host, display, upload, modify, publish, transmit, update or share any information that:

- a) belongs to another person and to which user does not have any right to;
- b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c) is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- d) is misleading in any way;
- e) harasses or advocates harassment of another Person;
- f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- g) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a Person's name, email address, physical address or phone number) or rights of publicity;
- h) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- i) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- j) provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
- k) contains video, photographs, or images of another Person (with a minor or an adult);
- l) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, or other



- areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- m) interferes with another user's use and enjoyment of the Platform;
 - n) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or fraudulent;
 - o) violates any law for the time being in force;
 - p) deceives or misleads the addressee/ Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - q) impersonates another Person;
 - r) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - s) threatens the unity, integrity, defence, security or sovereignty of India, India's 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;
 - t) directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
 - u) creates any liability for Aereo or causes Aereo to lose (in whole or in part) the services of its internet service provider ("ISPs") or other suppliers.
- 6.3 Users are requested to report any violations of this policy at info@aereo.io].
- 6.4 User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Aereo reserves its right to bar any such activity.
- 6.5 User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the Services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- 6.6 User shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other User, including any account on the Platform not owned by the user, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than user's own information, as provided for by the Platform.
- 6.7 User shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Aereo or the brand name or domain name used by Aereo, or otherwise engage in



any conduct or action that might tarnish the image or reputation, of Aereo or otherwise tarnish or dilute any of Aereo's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Aereo. User agrees that he will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Aereo's systems or networks, or any systems or networks connected to Aereo.

- 6.8 User may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company and / or others.
- 6.9 User shall at all times ensure full compliance with the provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or other such regulations in force) and international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, service tax, central excise, custom duty, local levies) regarding the user's use of Services and user's solicitation of offers to obtain services.
- 6.10 It shall be a violation of these Terms to use any information obtained from the Platform in order to harass, abuse, or harm another Person, or in order to contact, advertise to, solicit, to another Person other than Aereo without its prior explicit consent.
- 6.11 The User understands that Aereo has the right at all times to disclose any information (including the identity of the Persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summons. In addition, Aereo can (and the user hereby expressly authorizes Aereo to) disclose any information about the user to law enforcement or other government officials in accordance to law and including but not limited to the Information Technology(Procedure and Safeguards for Interception, Monitoring and Decryption of Information) Rules, 2009, the Information Technology (Procedure for Safeguards for Blocking for Access of Information by Public) Rules, 2009, the Information Technology (Procedure and Safeguard for Monitoring and Collecting Traffic Data or Information) Rules, 2009, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, or any other law as Aereo, in its sole discretion, believes is necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 6.12 The User acknowledges that Aereo is required to report cyber security incidents related information with appropriate authority and relevant data in connection therewith, which report may include data of the users and their activities on the Platform
- 6.13 User's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the platform, including payment and delivery of related products or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such advertiser. Aereo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- 6.14 It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that the user may be involuntarily exposed to such offensive and obscene materials. It also is possible for



others to obtain personal information about the user due to its use of the Platform, and that the recipient may use such information to harass or injure the user. Aereo does not approve of such unauthorized uses, but by using the Platform the user acknowledges and agrees that Aereo is not responsible for the use of any personal information that the user publicly discloses or shares with others on the Platform. Users are advised to carefully select the type of information that they publicly disclose or share with others on the Platform.

- 6.15 The User acknowledges that the role of Aereo is limited to providing access to the Platform, over which information is made available by third parties. Aereo does not initiate the transmission of such information neither does it select the receiver or modify the information contained in such information.
- 6.16 Any software that is available on the Platform or generally created by Aereo for the purposes of provision of Services is the property of Aereo or its licensors/vendors, the Users may not use, download or install any software available at the Platform, unless otherwise expressly permitted by these Terms or by the express written consent of Aereo.
- 6.17 Aereo will not be party to any legal proceedings between the users. In case Aereo is implicated in any legal proceedings, costs will be recovered from the party that names Aereo, however Aereo will abide with any court order served on it through due process. Violations of system or network security may result in civil or criminal liability under applicable laws. We will investigate occurrences that may involve such violations at our sole discretion and to the fullest extent of the law and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on this Platform. You further agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Platform other than the search engine and search agents available from us on this Platform and other than generally available third-party web browsers (e.g., Google Chrome, Netscape Navigator, Microsoft Internet Explorer).
- 6.18 In case a person using the world wide web/internet receives a spam or virus which includes a link to info@aereo.io or to any other site maintained, operated or owned by Aereo, it will not be held responsible for the same. Aereo assumes no responsibility for such mails.

7. User Information

- 7.1 “**User Information**” is defined as any information you provide to us through the Platform in order to the avail our Services offered directly by Aereo or via its Platform, through any e-mail feature or a written letter or form mailed or submitted to any of our office; and includes information provided under Clause 2.2. We will collect, use, transfer and protect User Information in accordance with our Privacy Policy.
- 7.2 User shall keep in strict confidence and consider as proprietary, all information of a commercial nature, including business and financial information of each party and agreement and arrangement between the parties and all information of a technical nature, business opportunity information, provided or disclosed to or consulted by any party except such information which is on or become part of the public domain or which it already had in its possession. For the avoidance of doubt, it is clarified that the User shall



not be entitled to download, process or forward any Content or information, including but not limited to information that are uploaded on the Platform, even if such information is available publicly as such information / data would fall within the purview of proprietary information of Aereo.

- 7.3 We do not want to receive confidential, proprietary or trade secret information through this Platform (excluding information entered for availing any Service). Please note that any information, materials, suggestions, ideas or comments sent to us by you will be deemed non-confidential, except as otherwise provided in the applicable law. By accepting the Terms, you hereby provide us a consent to use your name or sensitive personal information in connection with any such materials, information, suggestions, and ideas or comments, only for the purposes of providing the Services.
- 7.4 You also agree and confirm:
- (i) To provide true, accurate, current and complete information about you as may be prompted at different points in time and as may be required for the availing and continued use of the Services or the Platform;
 - (ii) To promptly inform us in case of any changes, updates, deletions or errors in the User Information provided on the Platform in order to keep it true, accurate, current and complete;
 - (iii) That you will use the Services provided by the Platform for lawful purposes only and comply with all applicable laws and regulations while using the Platform;
 - (iv) You will provide authentic and true User Information in all instances where such information is requested of you; and
 - (v) That you are accessing the Services available on this Platform using your best and prudent judgment before availing any Services through this Website or through any other Platform.
- 7.5 If you provide any User Information that is untrue, inaccurate, incomplete, or not current or if we have reasonable grounds to suspect that such information is untrue, inaccurate, and not current or not in accordance with these Terms, we have the right, exercisable at our discretion, to suspend or terminate your access to the Platform and further refrain from offering our Services to you. We reserve the right to confirm and validate the User Information and other details provided by you at any point of time. If upon confirmation your details are found not to be true, wholly or partly, we have the right, exercisable at our discretion, to debar you from using the Services, the Website and/or the Platform without any prior intimation whatsoever.

8. Ownership of Intellectual Property

- 8.1 We, our affiliates, suppliers and licensors expressly reserve all rights, title and interest (including, but not limited to, intellectual property rights) in all materials, including images, text, technology, content, products, processed, software codes, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Platform (collectively, the “**Contents**”). Access to this Platform, and acceptance of these Terms, shall not be considered as transferring/assigning any license or title to the Platform, its Contents or to any third party's intellectual property rights. All rights, including intellectual property rights, in this Platform are and shall remain under the exclusive ownership of Aereo and its

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licensors, to the extent permissible and in accordance with applicable law. Any use of this Platform or its Contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the prior written permission of Aereo. You may not modify, distribute or re-post anything on this Platform for any purpose.

- 8.2 The names, logos, all related product and service names, design marks and slogans pertaining to the Platform or our products or services are and will remain the exclusive property of Aereo. All other marks are the exclusive property of their respective owners/licensors. No assignment or transfer in respect of any right, title or license is granted in connection with the materials contained on this Platform. Access to this Platform does not authorize any user or third party to use any name, logo, mark, data, code or the Contents of this Platform for any commercial or other purpose in contravention of applicable law governing intellectual property.
- 8.3 All intellectual property rights, including but not limited to copyrights, trademarks, word marks, design marks, existing presently or in the future, in this Platform are solely and rightfully owned, operated and controlled by Aereo and any licenses that may exist, that pertain to the ownership and/or use of the Platform and its Contents, exclusively belong to Aereo.
- 8.4 References in this Platform to any names, marks, products or services of third parties or hypertext links to third party websites or information are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of any third-party, information, product or service.
- 8.5 We are not responsible for the content of any third-party websites and do not make any representations regarding the content or accuracy of material on such websites. If you decide to link to any such third-party websites, you do so entirely at your own risk.
- 8.6 The Contents of this Platform are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Platform for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. Except as provided for under these Terms, you may not reproduce, publish, transmit, distribute, display, perform, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Platform or any related software is strictly prohibited, except with our prior written permission. All software used on this Platform is the exclusive property of Aereo, its affiliates, licensors and suppliers (as the case may be) and are protected by Indian and international intellectual property laws. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by us or by third-parties who have licensed their materials to us and are protected by Indian and international intellectual property laws. The compilation (meaning the collection, arrangement, and assembly) of the Contents of this Platform is our exclusive property and is also protected by Indian and international intellectual property laws.



- 8.7 Nothing in this Platform shall mean or imply that any right, title or interest in and to any intellectual property belonging to us shall stand transferred or conveyed to you in any manner or to any extent whatsoever.
- 8.8 If you come across any abuse or violation of these Terms, insofar as they related to infringement of protected Contents of the Platform, please report the same to info@aereo.io.

9. **Objectionable Material**

You understand that by using this Platform or any Services provided on the Platform, you may encounter Contents that may be deemed by some to be offensive, indecent, or objectionable, which Contents may or may not be identified as such. By accepting these Terms, you agree to use the Platform and any Service at your own risk and that to the fullest extent permitted under applicable law, we shall have no liability to you for Contents of the Platform that may be deemed offensive, indecent, or objectionable to you.

10. **Electronic Communications**

When you visit the Platform or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email or by posting notices on the Platform from time to time. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

11. **Comments - Reviews, Feedback and Submissions**

- 11.1 All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or through this Platform or otherwise disclosed, submitted or offered in connection with your use of this Platform (collectively, the “**Comments**”) shall be and remain our sole property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in and to the Comments. Thus, we own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. We shall be under no obligation (i) to maintain any Comments in confidence; (ii) to pay you any compensation for any Comments; or (iii) to respond to any Comments.
- 11.2 You agree that any Comments submitted by you to the Platform will not violate these Terms or any right of any third-party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Platform will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of 'spam'. In the event that we suffer any damage, loss, claim or



liability as a result of any breach in the aforementioned provisions by you or as a result of any breach of any third-party intellectual property by you, you shall forthwith indemnify us against any such damage, claim, loss, or liability.

11.3 We do not regularly review posted Comments, but reserve the right (and not the obligation) to monitor and edit or remove any Comments submitted to the Platform. You consent to our use of the name that you submit in connection with any Platform. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We take no responsibility and assume no liability for any Comments submitted by you or any third party.

12. Indemnity

12.1 You agree to defend, indemnify and hold harmless Aereo, its employees, directors, officers, agents, affiliates and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees incurred by us, arising directly or indirectly as a result of : (a) your use of this Platform and its Contents resulting in any loss or liability to us or any third party; (b) breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under these Terms; (c) your violation of any applicable laws and regulations including but not limited to payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers; and (d) any breach or infringement by you of any intellectual property rights or proprietary rights of Aereo, its licensors or any other third party.

12.2 This Clause shall survive the expiry or termination of these Terms in perpetuity.

13. Termination

13.1 These Terms are effective unless and until terminated by either you or by Aereo. You may terminate these Terms at any time by informing us either in writing through the Indian postal system by registered post, or by sending an email to info@aereo.io with the subject line 'Termination' stating that you no longer wish to be associated with this Platform, provided that you discontinue any further use of this Platform and the related Services thereunder completely.

13.2 Without limiting the foregoing, Aereo shall have the right to immediately terminate or otherwise restrict usage rights of the Platform in the event of any conduct by you, which Aereo, in its sole discretion, considers to be unacceptable, or is in contravention of these Terms. Aereo shall periodically inform you of the above stipulation by a communication through email and/or by publishing a notification on the Platform.

13.3 We may terminate these Terms at any time and may do so immediately without notice, and accordingly deny you access to the Platform, at its sole discretion. Such termination will be without any liability to us. Upon any termination of these Terms by either you or us, you must promptly destroy all Contents downloaded or otherwise obtained from this



Platform, as well as all copies of such Contents, whether made under these Terms or otherwise.

- 13.4 Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision/clause of these Terms that imposes or contemplates continuing obligations on a party, including our right to use any Comments, will survive the expiration or termination of these Terms.

14. Limitation of Liability and Disclaimers

- 14.1 By accepting these Terms, and by using this Platform, you agree and confirm that the Platform and its Contents are provided without any warranties or guarantees and on an “as is” basis. You must bear all risks associated with the use of the Platform and the use of the Services provided therein. To the extent permitted by law, we hereby disclaim implied warranties including any warranty that the Platform is or will be merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not guarantee that this Platform or its Contents will meet your requirements, is error free, reliable, or will operate without interruptions.
- 14.2 The Platform may contain content from other third party links or internet sites or resources and while we try to ensure that material included on the Platform is correct, reputable and of high quality, you agree and confirm that we are not and shall not be held responsible if this is not the case. You further agree that we will not be held responsible for any errors, omissions, damages or loss arising from the use of such content or for any technical problems you may experience with the Platform.
- 14.3 This disclaimer constitutes an essential part of these Terms. To the fullest extent permitted under applicable law, neither we nor our licensors or suppliers shall be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Platform, our Services or these Terms. Without prejudice to the generality of the section above, our total liability to you for all liabilities arising out of these Terms be it in tort or contract is limited to the value of the Services availed by you. We, our associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, relevance and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted.
- 14.4 You agree that Aereo assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Platform; and/or any interruption or errors in the operation of the Platform and/or in connection with any third party links.
- 14.5 Aereo will not be held liable for loss of any information/data, technical or otherwise, or particulars supplied by Users or towards provision of any Platform and/or related Services, due to acts of God as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond

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Aereo's reasonable control including but not limited to strikes, pandemics, epidemics, lockdowns, riots, civil unrest, government. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.

15. Data Privacy and Protection

- 15.1 We do not sell or rent User Information to third parties for their marketing purposes without your explicit consent, and in accordance with the Privacy Policy. We view protection of your privacy as a very important community principle. We understand clearly that you and User Information provided is one of our most important assets. We store and process User Information on computers located in India that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. If you object to your information being transferred or used in this way, please do not use the Platform or the Services therein.
- 15.2 For more information concerning how we utilize information entered on the Platform and on Aereo's data protection and privacy practices, please refer to the comprehensive Privacy Policy published on our Website.

16. Miscellaneous

- 16.1 **Entire Agreement:** Unless otherwise specified herein, these Terms along with our Privacy Policy constitute the entire agreement between you and us and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Platform, its Contents and our Services ("Agreement"). Our failure or delay to act with respect to a breach by you or a third party acting on your behalf does not waive our right to act with respect to such breach or any subsequent or similar breaches.
- 16.2 **Severability:** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.
- 16.3 **Technical Requirements:** Use of the Services, and the Platform requires internet access through your computer or mobile device. You are solely responsible for all mobile carrier data or text message charges resulting from your use of the Platform and related Services, including from any notifications provided by in relation to the Services.
- 16.4 **Grievance Officer:** In accordance with Section 43-A of the Act read with Rule 5(9) of the Data Protection Rules, the name and contact details of the Grievance Officer designated for the redressal of grievances or discrepancies raised by users who have provided User Information on the Platform are as follows:
Name: Vipul Singh
Address: 3rd Floor, #3, 80 Ft Road, MCHS Layout, Jakkur, Bangalore, India - 560064
Phone: 080-25212997

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Email: info@aereo.io

- 16.5 **Assignment:** This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by users, but may be freely transferred, assigned, or delegated by Aereo.
- 16.6 **Waiver:** Any waiver of any provision of this Agreement, or a delay by either you or us in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other breaches of the same kind or other provisions of this Agreement.
- 16.7 **Relationship:** The relationship between the user and Aereo is an independent relationship and the Terms shall not be construed to create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the user and Aereo.
- 16.8 **Applicable Law:** This Agreement shall be construed in accordance with the applicable laws of India. The Courts at Bangalore shall have exclusive jurisdiction in any proceedings arising out of this Agreement. Aereo shall not accept any liability arising directly or indirectly from non-compliance with the laws of any country other than India. Furthermore, the mere fact that the Website and its Contents may be accessible from any country other than India shall not imply that Aereo accedes to the laws of such country.
- 16.9 **Dispute Resolution:** In the event of any dispute or difference either in interpretation or otherwise, of any terms of the Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Aereo and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Bangalore. The High Court of Judicature at Bangalore alone shall have the jurisdiction and the laws of India shall apply.
- 16.10 **Modification of Platform and related Services:** Aereo reserves the right, in its sole discretion, to modify the Platform and related Services from time to time and without prior notice, including, without limitation, by removing, adding, or modifying portions of the Services or these Terms. Aereo shall bear no liability towards you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Platform and the Services thereunder. Continued use of the Platform and related Services following any such changes shall indicate your deemed acknowledgment of such changes and satisfaction with the modified Services.
- 16.11 **Modification of the Terms:** We may at any time, and at our discretion, modify these Terms. Subsequent to any modification of these Terms, we will inform you of the modifications by publishing a notification on the Platform regarding the modified Terms. You can access the latest version of the Terms at any given time on the Platform. You should regularly review the Terms on the Platform. In the event the modified Terms are not acceptable to you, you should discontinue using the Platform. However, if you continue to use the Platform or the Services made available by us then you shall be deemed to have agreed to accept and abide by the modified Terms.

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