

# TERMS & CONDITIONS

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## 1. ACCEPTANCE OF TERMS

The services that Utterly Social, provides to User is subject to the following Terms of Use ("TOU"). Utterly Social, reserves the right to update the TOU at any time without notice to User.

- A. This Agreement, which incorporates by reference other provisions applicable to use of our application, StumpMike, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in the application sets forth the terms and conditions that apply to use of StumpMike by User. By using our application (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use our application is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. Utterly Social shall have the right at any time to change or discontinue any aspect or feature of this application], including, but not limited to, content, hours of availability, and equipment needed for access or use.

## 2. CHANGED TERMS

Utterly Social shall have the right at any time to change or modify the terms and conditions applicable to User's use of StumpMike application or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the application or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of the application by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## 3. DESCRIPTION OF SERVICES

Through its application property, Utterly Social, provides User with access to a variety of resources, including platform to post voice messages, discuss topics in and around cricket in a controlled setting, download areas, communication forums and service information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new application properties, are subject to the TOU.

## 4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of the StumpMike application and all charges related thereto.

## **5. USER CONDUCT**

- A. User shall use the application for lawful purposes only. User shall not post or transmit through the application any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without our team's express prior approval, contains advertising or any solicitation with respect to services. Any conduct by a User that in StumpMike discretion restricts or inhibits any other User from using or enjoying the application will not be permitted. User shall not use the application to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with StumpMike.
- B. StumpMike application contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of StumpMike are copyrighted as a collective work under the Indian copyright laws. Utterly Social, owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of Utterly Social and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
- C. User shall not upload, post or otherwise make available on StumpMike application any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of StumpMike application User automatically grants, or warrants that the owner of such material has expressly granted Utterly Social, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants Utterly Social, the right to edit, copy, publish and distribute any material made available on StumpMike application by User.
- D. The foregoing provisions of Section 5 are for the benefit of Utterly Social, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## **6. USE OF SERVICES**

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal application pages, audio files/messages, other file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to

the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- ☐ Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- ☐ Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- ☐ Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- ☐ Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- ☐ Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- ☐ Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
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- ☐ Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- ☐ Harvest or otherwise collect information about others, including email addresses.
- ☐ Violate any applicable laws or regulations.
- ☐ Create a false identity for the purpose of misleading others.
- ☐ Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Utterly Social, has no obligation to monitor the Communication Services. However, Utterly Social reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Utterly Social, reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Utterly Social reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Utterly Social's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

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the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized Utterly Social spokespersons, and their views do not necessarily reflect those of Utterly Social.

## **7. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires User to open an account, User must complete the registration process by providing Utterly Social, with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a username. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify Utterly Social immediately of any unauthorized use of User's account or any other breach of security. Utterly Social will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by Utterly Social or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

## **8. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS YOUR WEBSITE ADDRESS**

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## **9. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS YOUR WEBSITE ADDRESS**

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#### **10. NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS APPLICATION**

IN NO EVENT SHALL UTTERLY SOCIAL AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

#### **11. MATERIALS PROVIDED/POSTED ON STUMPMIKE APPLICATION**

Utterly Social does not claim ownership of the materials User provide to Utterly Social (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting Utterly Social, its affiliated companies and necessary sublicensees permission to use User's Submission in connection with the operation of their Internet businesses (including, without limitation, all Utterly Social Services, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of User's Submission, as provided herein. Utterly Social is under no obligation to post or use any Submission which the User may provide and Utterly Social may remove any Submission at any time in its sole discretion. By Posting a Submission, the User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions.

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## **12. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

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- D. IN NO EVENT WILL UTTERLY SOCIAL OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING STUMPMIKE APPLICATION OR THE UTTERLY SOCIAL SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE [YOUR WEBSITE ADDRESS]. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.
- E. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, UTTERLY SOCIAL, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN STUMPMIKE APPLICATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- F. **PRIOR TO THE EXECUTION OF A STOCK TRADE, USERS ARE ADVISED TO CONSULT WITH YOUR BROKER OR OTHER FINANCIAL REPRESENTATIVE TO VERIFY PRICING OR OTHER INFORMATION. UTTERLY SOCIAL ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL HAVE NO LIABILITY FOR INVESTMENT DECISIONS BASED ON THE INFORMATION PROVIDED.** NEITHER, UTTERLY SOCIAL NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.
- G. FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

### 13. LINKS TO THIRD PARTY SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE THE STUMPMIKE APPLICATION. THE LINKED SITES ARE NOT UNDER THE CONTROL OF UTTERLY SOCIAL AND UTTERLY SOCIAL IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. UTTERLY SOCIAL IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED

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#### **15. MONITORING**

Utterly Social shall have the right, but not the obligation, to monitor the content of StumpMike application including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Utterly Social and to satisfy any law, regulation or authorized government request. Utterly Social shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on StumpMike application. Without limiting the foregoing, Utterly Social shall have the right to remove any material that Utterly Social, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### **16. INDEMNIFICATION**



User agrees to defend, indemnify and hold harmless Utterly Social, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Utterly Social by User or User's Account.

## **17. TERMINATION**

Either Utterly Social or User may terminate this Agreement at any time. Without limiting the foregoing, Utterly Social shall have the right to immediately terminate User's Account in the event of any conduct by User which Utterly Social in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

## **18. MISCELLANEOUS**

This Agreement and any operating rules for StumpMike application established by Utterly Social constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of Bangalore, India without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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