

TERMS OF SERVICE

These Terms of Service constitute the agreement (the "**Agreement**") between Awaaz De Infosystems Private Limited ("**Awaaz.De**" or "us" or "we" or "**Company**", which also includes its affiliates) and the user ("you" or "your" or "user" or "Customer") of Awaaz.De. Your use of Awaaz.De's services (which includes Awaaz.De voice service and the necessary products and software used thereof for providing Awaaz.De services) and Awaaz.De's website (the "Website") (hereinafter individually referred to as the "Service" and collectively referred to as the "Services") is subject to the following terms and conditions:

A. YOUR AGREEMENT WITH AWAAZ.DE

- 1.1 We reserve the right to modify the Terms of Service at any time without giving you any prior notice. Your use of the website following any such modification constitutes your agreement to follow and be bound by the Terms of Service as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of this Website or to particular Service are also considered as Terms of Service.
- 1.2 You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us.
- 1.3 Your access to use of the Website and the Services will be solely at the discretion of Awaaz.De.

B. APPROVAL OF TERMS

- 2.1 By using the Website and Services, you agree that you have read and understood these Terms of Service and you agree to be bound by these Terms of Service and use the Services in compliance with these Terms of Service. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS BELOW, DO NOT CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE THE WEBSITE. You expressly represent and warrant that you will not use the Service if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of these Terms of Service may result in legal liability upon you. Nothing in these Terms of Service should be construed to confer any rights to any third party or any other person.
- 2.2 You can accept the Terms of Service by:
 - (i) clicking to accept or agree to the Terms of Service, where this option is made available to you by Awaaz.De in the user interface/Website for any Service; or
 - (ii) by actually using the Services. In this case, you understand and agree that Awaaz.De will treat your use of the Services as acceptance of the Terms of Service from that point onwards.
- 2.3 For being a valid user you must satisfy the following conditions:
 - (i) you are of legal age to form a binding contract with Awaaz.De; or
 - (ii) you are not a person barred from receiving the Services under the laws of India or other countries including the country in which you are resident or from which you use the Services.

C. PROVISION OF THE SERVICES BEING OFFERED BY AWAAZ.DE

- 3.1 As part of this continuing process, you acknowledge and agree that Awaaz.De may stop (permanently or temporarily) providing the Services (or any features within the Services) to

you or to users generally or may modify or change the nature of Services at Awaaz.De's sole discretion, without prior notice to you. You may stop using the Services at any time.

- 3.2 You acknowledge and agree that if Awaaz.De disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
- 3.3 You acknowledge that you are aware of the fact that Awaaz.De has fixed certain upper limits on the number of transmissions (including SMS communications) you may send or receive through the Services or on the amount of storage space used for the provision of any Service and you agree that you will not cross/exceed the fixed upper limit on the number of transmissions (including SMS communications) you may send or receive through the Services or on the amount of storage space used for the provision of any Service, except in the manner provided by Awaaz.De.

D. USE OF SERVICES

- 4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Awaaz.De will always be true, accurate, correct, complete and up to date. Any phone number used to register with the Website needs to be registered in your name and you might be asked to provide supporting documents to prove the same.
- 4.2 Services provided by Awaaz.De will not be used for any unauthorized and unlawful purpose;
- 4.3 You agree to use the Services only for purposes that are permitted by (a) the Terms of Service and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).
- 4.4 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Awaaz.De, unless you have been specifically allowed to do so in a separate agreement with Awaaz.De.
- 4.5 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 4.6 You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Services for any purpose whatsoever.
- 4.7 You agree that you are solely responsible for (and that Awaaz.De has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Awaaz.De may suffer) of any such breach.
- 4.8 You agree and acknowledge that you will abide by the rules and regulations of the Telecom Regulatory Authority of India ("TRAI") and Department of Telecommunication of the Government of India ("DOT"). You specifically agree and acknowledge that you shall not place any calls, SMSs, or otherwise communicate with any phone numbers listed in the do-not-disturb registry as updated from time to time in accordance with extant regulations. You agree that your account shall not be used for any promotional or marketing activities, or for third party social messaging or for commercial communications of any type. Violation of this provision could result in termination of account.
- 4.9 You shall indemnify Awaaz.De for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by Awaaz.De as a result of your breach of the rules and regulations of TRAI and DOT, or under any applicable law.

- 4.10 The Services make use of the mobile phone for you to send and receive information. As a result, your conduct is subject to TRAI regulations, policies and procedures and appropriate usage charges as charged by your service provider from time to time to you. We do not undertake or give any guarantee of connectivity or drop in links while you participate in such programme. You agree not to use or reference the Services for chain letters, junk text, notifications, alerts, or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.
- 4.11 You will not impersonate another person, including, without limitation, a customer;
- 4.12 You agree that you will not make any unsolicited calls.
- 4.13 You agree to the use of your data in accordance with Awaaz.De's Privacy Policy: <http://awaaz.de/docs/Privacy.pdf>.
- 4.14 You agree that your user profile information, including but not limited to your display name, profile photograph, interests, stream group telephone numbers, your uploaded and recorded Content, the uploaded and recorded content of your stream groups, and your greetings may be publicly viewable by other users of the Service. Awaaz.De will make privacy options available at its sole discretion which will prevent certain parts of your user profile information not viewable by other users. All billing details, your personal mobile phone number, and other personal information will not be available for public viewing.
- 4.15 All personal and contact information provided by you will be kept confidential by Awaaz.De. This includes your personal information given in relation to your account creation and subsequent administration as well as contact and personal information of other persons related to your stream groups.
- 4.16 Awaaz.De may provide the facility of adding members directly to user's stream group(s). For users that are institutions, organizations, or formal entities, this service is strictly intended for cases when those being automatically added are either (a). internal groups within the institution, organization or entity such as but not limited to employees, managers, consultants, advisors or stakeholders; (b). have continuous and ongoing relationships with the user such as but not limited to members, beneficiaries of service, or affiliates; or (c). have given consent to the user in bona fide form to receive communications. If you avail of such facilities, you attest that the status of directly added members fall within one of the three categories described above and that any misrepresentations and liabilities arising from such misrepresentation are solely yours and not Awaaz.De's.
- 4.17 You agree that Awaaz.De can, at its sole discretion, add audio help messages, branding messages, sound marks and advertising (whether internal, contextual or any other advertisement) within any voice message broadcast to your Awaaz.De stream group. Any additional airtime charges for such messages will be borne by Awaaz.De and not by you.
- 4.18 You expressly acknowledge and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available".

E. PRIVACY AND INTELLECTUAL PROPERTY PROTECTION

- 5.1 Awaaz.De's privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Awaaz.De can use such data in accordance with our privacy policies.
- 5.2 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 5.3 Accordingly, you agree that you will be solely responsible to Awaaz.De for all activities that occur under your account.

- 5.4 If you become aware of any unauthorized use of your password or of your account, you agree to notify Awaaz.De immediately at support@awaaz.de.
- 5.5 Awaaz.De has right to use your logo to be put up on our marketing brochures and website. You agree that Awaaz.De can, at its sole discretion, add tag line footer messages, help messages, branding messages, and advertisements (whether internal, contextual or any other advertisement) to all follow up, alert or introductory SMS messages sent to your Awaaz.De stream group.
- 5.6 All trademarks, brands and service marks used in conjunction with the Services offered by Awaaz.De and owned by Awaaz.De shall be the property of Awaaz.De; Awaaz.De shall own all of the copyrights and database rights in the Services. Without Awaaz.De's consent, you may not publish, distribute, extract or reproduce any contents provided by the Services. For use of any third party's intellectual property, you need to get permission directly from the owner of the intellectual property for any use.
- 5.7 As a user of our Website, you acknowledge that any intellectual property which is not specifically mentioned to be owned by Awaaz.De is owned by their respective owners and the owners have a right to take appropriate actions against you in for any violation, infringement and passing off.
- 5.8 Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the interface/Website.
- 5.9 Awaaz.De respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

F. NO WARRANTIES

- 6.1 The interface/Website is provided subject to all of the terms set forth in the Terms of Service.
- 6.2 Awaaz.De disclaims all warranties whether express or implied, including but not limited to:
- (i) its Application will be constantly available, or available at all;
 - (ii) your opt-out choices will be successfully executed in all cases;
 - (iii) Awaaz.De does not warrant that its Software, Products or Websites will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, Products (depending on the Products used) or Websites, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network, private switched telephone networks and your power supply. Awaaz.De takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other item over which we have no control. Awaaz.De is a platform that utilizes telecommunication connections and networks from various providers. While Awaaz.De makes all attempts and ensures that the message is routed most efficiently and effectively it has no control over inherent network errors, congestion, and delays;
 - (iv) Awaaz.De does not provide you with the equipment to access the Services. You are responsible for all fees charged by third parties to access the Service (e.g. charges to send SMS, airtime tariffs, and data charges by wireless carriers).

- (v) your ability to use the Service;
- (vi) your satisfaction with the Service;
- (vii) that the Service will be available at all times, uninterrupted, and error-free (iv), the accuracy of the data provided by the Service;
- (viii) Security and privacy of your data;
- (ix) that bugs or errors in the Service will be corrected;
- (x) Awaaz.De does not warrant that our Services will be compatible with all broadband services and modems and we disclaim any express or implied warranties regarding the compatibility of our Service with any particular broadband service or modems;
- (xi) Awaaz.De makes no express or implied representations or warranties about its Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. Awaaz.De does not authorize anyone to make a warranty on Awaaz.De's behalf and you may not rely on any statement of warranty as a warranty by Awaaz.De;
- (xii) Awaaz.De, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service will not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in Awaaz.De offerings made to you, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service;
- (xiii) Awaaz.De will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, or parts thereof, except that you are only entitled to a prorated refund representing the unused (as of the date of termination) portion of any prepaid subscription fees, prepaid airtime credits, paid deposits or other payments for service made that if we permanently discontinue the Service;
- (xiv) You agree that as per the Telecom Commercial Communications Customer Preference Regulations, 2010 that, any commercial communication including SMS may not be sent between 9 PM to 9 AM; and
- (xv) Awaaz.De and its community representatives reserve the right to communicate directly with users through any of the community tools provided, as well as to use automation to do some or all parts of their jobs, including the removal of prohibited content, as well as to communicate with users through the Website, mobile phone applications, or text messaging, with the objective of encouraging users to become active users of the community. For security purposes, community representatives may use simulated or assumed identities in their profiles.

G. RESTRICTIONS ON USE

- 7.1 You may use the interface/Website only for your own personal purposes as permitted under this Agreement and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 7.2 You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute the interface/Website or the material

on this Website (in any form or media) without Awaaz.De's prior written consent. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this Website.

- 7.3 You will not rent, lease, or sublicense your access to the Services to another person.
- 7.4 You will not circumvent or disable any digital rights management, usage rules, or other security features of the Service.
- 7.5 Use the Service in a manner that threatens the integrity, performance, or availability of the Services.
- 7.6 You agree to use the Services responsibly and not engage in harassment or defamation or abusive behaviour towards our personnel or any organization.
- 7.7 You agree that you will not remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Services or Website Content.
- 7.8 You understand that all content such as voice messages, voice files, text messages, data files, music, audio files or other sounds, communication or other materials, sent, broadcasted, uploaded, consumed, posted, or recorded is referred to as the "Content".
- 7.9 You acknowledge that Awaaz.De does not pre-screen Content, but that Awaaz.De and its designees shall have the right (but not the obligation) in their sole discretion to screen and refuse or remove any Content that is available via the Services. Without limitation, Awaaz.De shall have the right to remove any Content that violates this Agreement or is otherwise objectionable and to further close the accounts of users who send, broadcast or create such Content. You agree that you must evaluate, and bear all risks associated with any Content broadcasted, uploaded, posted, or recorded by you, including from the accuracy, completeness, appropriateness, legality or usefulness of such Content. You acknowledge and agree that Awaaz.De may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - (i) comply with legal process;
 - (ii) enforce this Agreement;
 - (iii) respond to claims that any Content violates the rights of third-parties; or
 - (iv) protect the rights, property, or personal safety of Awaaz.De, its users and the public.
- 7.10 Awaaz.De reserves the right to immediately delete the Content and Account of users who upload, post, broadcast, email, SMS, or otherwise transmit via the Services any Content that:
 - (i) Awaaz.De considers being unlawful, harmful, threatening, abusive, harassing, or defamatory, upon another Awaaz.De participant, user, or other individual or entity or group stream;
 - (ii) contains pornography, obscenity or content that can be found offensive by any race, religion, group, sex, community or harm minors in any way;
 - (iii) infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any person;
 - (iv) threatens the unity, integrity, defence, security or sovereignty of India, 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;
 - (v) promotes or provide instructional information about illegal activities or promote harm or injury against any individual, group, or entity;

- (vi) relates to or encourages to money laundering, gambling, pyramid schemes, chain letters, or terrorism;
- (vii) disrupts the normal flow of dialogue within the Services or otherwise act in a manner that negatively affects other participants; and/or
- (viii) intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Services or in connection with your use of the Services in any manner.

H. TERMINATION OF SERVICES

8.1 Your account may be disabled and Services may be terminated based upon the representations made by you. The following actions may result in termination of Services:

- (i) Impersonating another person or entity with the effect of misleading users about the identity of the creator of Content (including misleading account user names, voices and sounds used in broadcasts, and account profile information);
- (ii) Impersonating the Services, an Awaaz.De official, forum leader, community representative, guide or host;
- (iii) That Content you post or transmit through the Services is created or endorsed by Awaaz.De;
- (iv) You provide or send any content which may be harmful or detrimental to Awaaz.De or its business associates, or which violates any restriction or policy established by Awaaz.De or its business associates;
- (v) Submission of any Content that falsely expresses or implies that such Content is sponsored or endorsed by Awaaz.De;
- (vi) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is posted;
- (vii) Putting on Awaaz.De's system any Content that contains software viruses, trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit functionality of any computer software or hardware or telecommunications equipment;
- (viii) Manipulating Service identifiers in order to disguise the origin of any Content transmitted via the Services;
- (ix) Collecting or storing personal data about other users;
- (x) Interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service;
- (xi) Using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose; and
- (xii) Creating user accounts by automated means or under false or fraudulent pretenses.

I. THEFT OF SERVICES

- 9.1 You agree to notify Awaaz.De immediately, in writing, by electronic mail or by calling Awaaz.De customer care, if your content is stolen or if you become aware at any time that your Service is being misused or used fraudulently. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft or fraudulent use of Service. Failure to do so promptly after discovery of the improper use may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service if your account is misused from you and any and all stolen Service or fraudulent use of the Service. Notwithstanding anything herein to the contrary, credits will not be issued for charges resulting from fraud that arises out of third parties hacking into your account, other equipment used by you, or the Internet. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal or corporate procedures. Awaaz.De will not issue credit for invoiced charges for fraudulent use resulting from your negligent or wilful acts or those of an authorized user of your Service.

J. SERVICE DISTINCTIONS

- 10.1 You acknowledge and understand that the Service is not restricted to telephone/telecom service. Important distinctions exist between telephone service and the enhanced Service offering provided by Awaaz.De. The Service is subject to different regulatory treatment but may be treated as phone/telecom service as per laws of the land. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

K. SPAMMING

- 11.1 Awaaz.De has a zero-tolerance spam policy. Awaaz.De employs controls on user permission to receive Content from Awaaz.De's Services and has easily accessible ways for users to block or not receive Content if they chose to. However, Awaaz.De's policy on Spam is clearly stated below:

- (i) Spamming is defined as the practice of (1) sending unsolicited messages, likely with commercial content, (2) in large quantities (3) to an indiscriminate set of recipients. The result of this practice is termed "Spam".
- (ii) The sender of any message deemed to be "spam" is liable for Rs. 5,000/- for each end user that receives each unauthorized message. The sender of 'Spam' will pay all fees owed to Awaaz.De within thirty (30) days of such transmission. *[Note: this means that if a message like the one described above is sent to a group stream of 100 users, or to one user 100 times, then you will be liable for Rs. 5,00,000/-, payable to Awaaz.De, within 30 days].*

L. CONTENT

- 12.1 All Content which you may have access to as part of, or through your use of the Services are the sole responsibility of the person from which such content originated. Awaaz.De does not control the Content posted or transmitted in any way via the Services and, as such, does not guarantee the accuracy, integrity or quality, completeness, reliability, appropriateness, legality, ownership rights, fitness for any particular purpose, or usefulness of such Content.
- 12.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Awaaz.De (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been explicitly granted permission to do so by Awaaz.De or by the owners of that Content, in a separate agreement.
- 12.3 Awaaz.De reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, Awaaz.De may provide for filtering of certain explicit content (such as explicit sexual content, contents provoking violence, drug, strong racial/ethnic slurs or any other content which the

Awaaz.De considers explicit or unacceptable or unreasonable). If you come across any such explicit content while availing the Service, you may report the same to Awaaz.De at support@awaaz.de.

- 12.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 12.5 You agree that you are solely responsible and liability for any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Awaaz.De may suffer) by doing so. Awaaz.De takes no responsibility of or liability for any Content created by you.
- 12.6 You agree to resolve directly and exclusively with third parties any disputes you may have about Content that they have posted or transmitted via the Services. In this regard, you understand that Awaaz.De does not monitor or control the Content posted by others, and instead simply provides a service by allowing users to access information that has been made available. You may, however, alert Awaaz.De to any potential violations of restrictions on Content defined in the Agreement by any user at support@awaaz.de.

M. PROPRIETARY RIGHTS

- 13.1 You acknowledge and agree that Awaaz.De (or Awaaz.De's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Awaaz.De and that you shall not disclose such information without Awaaz.De's prior written consent.
- 13.2 Nothing in the Universal Terms of Service gives you a right to use any of Awaaz.De's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 13.3 Other than the limited license, Awaaz.De acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms of Service in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Awaaz.De, you agree that you are responsible for protecting and enforcing those rights and that Awaaz.De has no obligation to do so on your behalf.
- 13.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 13.5 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo or any other Intellectual Properties of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos or other Intellectual Properties, unless you have good right, full power and authority to use such respective marks, names or logos or other Intellectual Properties.

N. LICENSE FROM AWAAZ.DE

- 14.1 Subject to your compliance with these Terms of Service, you are granted by the Company a limited, non-exclusive, non-sub licensable, non-assignable, free of charge license to software provided to you by Awaaz.De as part of the Services as provided to you by Awaaz.De (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services on a mobile device, and on the Web in each case solely to use the Services to the extent you have the right to access the Services, as provided by Awaaz.De, in the manner permitted by the Terms of Service. Except for this license granted

to you, we retain all right, title, and interest in and to the Software, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including the Indian Copyright Act, 1957 and other international treaties.

- 14.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically permitted by Awaaz.De, in writing.
- 14.3 Without a written permission from Awaaz.De, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

O. FEES

- 15.1 The charges payable for Awaaz.De voice broadcasts to group streams consists of a per-pulse rate as set out on www.awaaz.de or by written communication from Awaaz.De. If there is a discrepancy between rate quotes, the rate posted on www.awaaz.de will prevail. All rates refer to calls made within India. Calls outside of India are not permissible using the Services. Customers are required to prepay for Awaaz.De credit to make voice broadcasts. You will be provided with current information on your credit balance and will not be able to send Voice Broadcasts if the balance has a zero balance. Rates are inclusive of all taxes unless otherwise stated. Call length is rounded up to the nearest pulse.
- 15.2 Stream group broadcasts will incur charges for the entire Message Length of calls that mature resulting in your Content playing for the broadcast recipient/group stream member. Message Length is defined as total call length including your Content, prompts, welcome content and recipient recorded or inputted responses. No broadcast shall exceed five (5) minutes in any case. Airtime for any group stream member or non-member dialling into the group stream dial-in number will not be charged to you.
- 15.3 The charges for other paid-for products will be confirmed to you before you complete a purchase from Awaaz.De. Awaaz.De may change the price of such products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable product.
- 15.4 From time to time, Awaaz.De may offer airtime credit and/or other paid-for products free or for a promotional price for a trial period. Awaaz.De reserves the right to charge you for such products at the normal rate in the event that Awaaz.De determines (in its reasonable discretion) that you are abusing the terms of the offer.
- 15.5 Awaaz.De may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at any time in its sole discretion. Fees stated at the beginning to the delivery apply.
- 15.6 If you purchase any subscription based paid service, you authorize Awaaz.De to charge you applicable fees at the beginning of every subscription period.
- 15.7 You agree that the billing credentials provided by you for any purchases from Awaaz.De will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- 15.8 You can cancel your access to the Services using one of the methods listed in the Service or by contacting our customer support by email at support@awaaz.de within one business day. Any balance of Awaaz.De credit, prepaid subscription fees, or previously transacted purchases will not be refunded.
- 15.9 Your access to paid Services will be suspended on non-payment of applicable fees and charges required by the paid Service scheme to which you have subscribed. You may reinstate your access to the Service after payment of all pending charges through the Service or by contacting our customer support by email at support@awaaz.de.

- 15.10 At any time you are not permitted to resell Awaaz.De credit and if you do so it would amount to violation of these Terms of Service.
- 15.11 Fees and charges shall be calculated solely based on records maintained by Awaaz.De or its thirdparty billing provider. No other information of any kind shall be acceptable by us or have any effect under this agreement. Decision of Awaaz.De shall be final and binding in relation to any fees payable by you.

P. LICENSING OF CONTENT FROM YOU

- 16.1 You retain copyright and any other rights you already hold in Content which you submit, post, record, upload or display on or through, the Services. By submitting, posting or displaying the Content you give Awaaz.De a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license ("Content License") to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This Content License is for the purposes of enabling Awaaz.De to distribute and disseminate the Content to your specified users through the Service and to promote the Service.
- 16.2 You agree that this Content License includes a right for Awaaz.De to make such Content available to other companies, organizations or individuals with whom Awaaz.De has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services. This includes third party telecommunications services, advertising networks, and other functions related to providing the Services.
- 16.3 You acknowledge that Awaaz.De, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this Content License shall permit Awaaz.De to take these actions.
- 16.4 You confirm and warrant to Awaaz.De that you have all the rights, power and authority necessary to grant the Content License to Awaaz.De.
- 16.5 You shall be solely responsible for any Content that you submit post or transmit via our Software and Service. You agree not to post any Content that is libelous, defamatory, and slanderous; contains sexually explicit content; may denigrate any ethnic, racial, sexual or religious group by stereotypical depiction or otherwise; encourages or depicts glamorized drug use; makes use of offensive language; characterizes violence as acceptable, glamorous or desirable or any other way prohibited by this Agreement.

Q. TERMINATION

17.1 MUTUAL RIGHTS OF TERMINATION

- (i) We can each end this Agreement anytime we want.
- (ii) You may terminate this Agreement, for any or no reason, at any time, with notice to Awaaz.De. This notice will be effective upon Awaaz.De processing your notice.
- (iii) Awaaz.De may terminate this Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only Awaaz.De may terminate your access to your account. Termination of your Awaaz.De account includes disabling your access to Awaaz.De and may also bar you from any future use of Awaaz.De.

17.2 MISUSE OF THE SERVICES

Awaaz.De may restrict, suspend or terminate the account of any Customer who abuses or misuses the Services. Misuse of the Services includes adding people in the stream groups with whom you do not have any connection; abusing the Awaaz.De messaging services; creating multiple or false profiles; using the Services commercially without Awaaz.De's authorization, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Service, or any other behavior that Awaaz.De, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Awaaz.De has adopted a policy of terminating accounts of users who, in Awaaz.De's sole discretion, are deemed to be repeat infringers of any Terms of Service even after being warned by Awaaz.De.

17.3 OTHER GROUNDS FOR TERMINATION

- (i) Awaaz.De is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (ii) The partner with whom Awaaz.De offered the Services to you has terminated its relationship with Awaaz.De or ceased to offer the Services to you; or
- (iii) The provision of the Services to you by Awaaz.De is, in Awaaz.De's opinion, no longer commercially viable.

17.4 EFFECT OF TERMINATION

- (i) Upon termination of your Awaaz.De account, you lose access to the Services. The terms of this Agreement shall survive any termination, except your rights;
- (ii) Nothing in this Section shall affect Awaaz.De's rights regarding provision of Services under these Terms of Service;
- (iii) When these Terms of Service come to an end, all of the legal rights, obligations and liabilities that you and Awaaz.De have benefited from, been subject to (or which have accrued over time whilst the Terms of Service have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations and liabilities indefinitely.

R. LIMITATION OF LIABILITY AND INDEMNIFICATION

18.1 The downloading and/or use of the interface/Website/Services is entirely at your own risk and in no event shall Awaaz.De be liable (whether under the law of contracts, torts or otherwise) for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other monetary or other damages, fees, fines, penalties or liabilities (collectively "damages") whatsoever arising out of or relating to this Website. Your sole and exclusive remedy for dissatisfaction with the Application is to stop using the Website. You agree to defend, indemnify and hold Awaaz.De, and its officers, directors, employees, representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fees resulting from or alleged to result from your use of this Website.

18.2 You hereby indemnify and hold Awaaz.De, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any loss, costs, damages, expenses, and liability caused by your use of the Service, Software, or Service Content, your violation of this Agreement, or your violation of any rights of a third party through use of the Service, Software, or Service Content.

S. OTHER CONTENT

- 19.1 The Services may include hyperlinks to other web sites or content or resources. Awaaz.De may have no control over any web sites or resources which are provided by companies or persons other than Awaaz.De.
- 19.2 You acknowledge and agree that Awaaz.De is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 19.3 You acknowledge and agree that Awaaz.De is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

T. UNENFORCEABLE PROVISIONS

- 20.1 If any provision of these Terms of Service is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms of Service.

U. DISCLAIMER

- 21.1 The contents on the Website/interface could include technical inaccuracies or typographical errors. Also, Awaaz.De may make changes or improvements to the Website at any time. The contents on the Website or any information are provided "as is" and "as available" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. Awaaz.De disclaims all warranties of merchantability, non infringement and fitness for a particular purpose. Awaaz.De does not warrant that the functions contained in the contents will be uninterrupted or error-free, that defects will be corrected, or that the Application, or the servers that make them available, are free of viruses or other harmful components. Awaaz.De does not warrant or make any representations regarding the use of or the results of the use of the contents on the Website/interface in terms of their correctness, accuracy, reliability, or otherwise. Awaaz.De makes no commitment to update the materials on the Website/interface. You (and not Awaaz.De) assume the entire cost of all necessary servicing, repair or correction. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties. Awaaz.De shall not be liable for any misuse or data theft as a consequence of the use of the Services.
- 21.2 Any reference to Awaaz.De or the information contained on the Website/interface for commercial purposes, including citation in any advertising, sales collateral or other marketing materials, is strictly prohibited.

V. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1 Except as otherwise described, all Contents and Services availed by the use of this Website/interface are made available only to facilitate the users. Awaaz.De controls and operates the Website and Services and makes no representation that the Contents and Services are appropriate or available for use in other locations. This Website and Services may be controlled and operated outside of India and may be subject to the laws of the country in which they are controlled and operated. If you use the Application from a location other than the location where the Website and Services are controlled and operated, you are responsible for compliance with applicable local laws.
- 22.2 These Terms of Services shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to these Terms of Service shall be settled in the courts located at Ahmedabad, Gujarat, India.

If you have any questions or concerns about this agreement, please send us a thorough description by email to support@awaaz.de. We strive to respond to all customer requests.

If you have any questions or claims of copyright infringement, please contact us by email at info@awaaz.de.

Awaaz.De can also be reached at its registered office in Ahmedabad. The address is as follows:
104, Shanay 2, Near Gandhigram Railway Station, Ellisbridge, Ahmedabad - 380006

Last updated on: **October 14, 2016**

Oct 14, 2016: Updated AD's office address