

Terms and Conditions

1. Introduction

Welcome to our application (the “App”). This App is published by or on behalf of Staqu Technologies Private Limited (“Staqu” or “We” or “Us”) a company registered in New Delhi, India whose registered office is at H No 331 F/F, Main Market, Badarpur, New Delhi.

By downloading or otherwise accessing the App you agree to be bound by the following terms and conditions (“Terms”) and our privacy policy and our cookies policy. If you have any queries about the App or these Terms, you can contact Us by any of the means set out in paragraph 11 of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

2. General Rules Relating to Conduct

The App is made available for your own, personal use. The App must not be used for any commercial purpose whatsoever or for any illegal or unauthorized purpose. When you use the App you must comply with all applicable Indian laws and with any applicable international laws, including the local laws in your state of residence (together referred to as “Applicable Laws”).

You agree that when using the App you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

- (a) Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or
- (b) Attempt to gain unauthorized access to the App or any networks, servers or computer systems connected to the App; or
- (c) Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Staqu and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

3. Content

The copyright in all material contained on, in, or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material (“Material”) is owned by either Staqu or its partner companies. All rights are reserved. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Staqu’s and its partners’ express permission.

The trademarks, service marks, and logos (“Trademarks”) contained on or in the App are owned by Staqu or third party partners of Staqu. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of Staqu or the relevant third party partner of Staqu.

4. Link to Third Parties

The App may contain links to websites operated by third parties (“Third Party Websites”). Staqu may monetise some of these links through the use of third party affiliate programmes. Notwithstanding such affiliate programmes, Staqu does not have any influence or control over any

such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

5. STAQU Privacy Policy

We take your privacy very seriously. Staqu will only use your personal information in accordance with the terms of our privacy policy and cookies policy. By using the App you acknowledge and agree that you have read and accept the terms of our privacy policy and cookies policy and these Terms.

6. Disclaimer / Liability

Use of the app is at your own risk. The app is provided on an “as is” basis. To the maximum extent permitted by law: (a) Staqu disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the app; and (b) all implied warranties, terms and conditions relating to the app (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non infringement, information accuracy, interoperability, quiet enjoyment and title are, as between Staqu and you, hereby excluded. In particular, but without prejudice to the foregoing, we accept no responsibility for any technical failure of the internet and/or the app; or any damage or injury to users or their equipment as a result of or relating to their use of the app. Your statutory rights are not affected.

Staqu will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

Nothing in these Terms shall be construed as excluding or limiting the liability of Staqu or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by Indian law.

7. Service Suspension

Staqu reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

8. Advertisers in the App

We accept no responsibility for adverts contained within the App. If you agree to purchase goods and/or services from any third party who advertises in the App, you do so at your own risk. The advertiser, not Staqu, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

9. Competitions

If you take part in any competition which is run in or through the App (“Competition”), you agree to be bound by the rules of that competition and any other rules specified by Staqu from time to time (“Competition Rules”) and by the decisions of Staqu, which are final in all matters relating to the Competition. Staqu reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

10. General

These Terms (as amended from time to time) constitute the entire agreement between you and Staqu concerning your use of the App.

Staqu reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorized representative on behalf of Staqu.

These Terms shall be governed by and construed in accordance with Indian law and you agree to submit to the exclusive jurisdiction of the Indian Courts.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Staqu's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Staqu in writing.