

Mango Man Electronics Private Limited

Terms of Use

Last updated: 1-10-15

1. What is this document?

- i. These terms of use (the “**Terms of Use**”), read together with the privacy policy located at www.teewe.in/legal (“**Privacy Policy**”) constitute a legal and binding agreement (“**Agreement**”) between you and Mango Man Electronics Private Limited (the “**Company**”), having its registered office at Flat 701, Arun Apartments, Redhills, Lakdikapul, Hyderabad, Telangana, India - 500004, and provides, *inter alia*, the terms that govern your access and use of the Company’s mobile/desktop based application (the “**App**”). This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us, or our subsidiaries or affiliates, for Services or otherwise. If you are using the App on behalf of any entity, you represent and warrant that you are authorized to accept these terms on such entity's behalf, and that you agree to indemnify us for violation of this Agreement. Any capitalized term used in this term of use and not defined herein shall have the meaning as defined in the Privacy Policy.
- ii. The App facilitate the services rendered by the Company, and provide for general information to public, and other incidental services, including without limitation, responding to the queries for content playback/ streaming services (the “**Services**”) with respect to the Teewe Device (the “**Product**”), however, it is clarified that nothing in this App shall be deemed or construed as “offer to sell” with respect the Products and/or Services of the Company. If you intend to purchase the Products or avail the Services of the Company then contact us at the address given herein below.
- iii. You agree that by accessing this App, you shall be automatically governed by this Agreement, and/or any submission of your personal information shall be governed by the Privacy Policy referred herein above. The terms contained in this Agreement shall be accepted without any modification.
- iv. The Company hereby grants you a limited, revocable, non-exclusive license to access and use the Service for personal use through the App. This license granted herein does not include any collection, aggregation, copying, duplication, display or derivative use of the Services nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless otherwise set forth in this Agreement. Any use of the Services and/or the App beyond the scope of authorized access as set forth in this Agreement immediately terminates any permission or license granted herein.
- v. This Agreement is published in compliance of, and is governed by the provisions of Indian law, but not limited to:
 - a. the Indian Contract Act, 1872;
 - b. the Information Technology Act, 2000 (the “**IT Act**”);
 - c. the rules, regulations, guidelines and clarifications framed under the IT Act, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”);
 - d. the Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”); and
 - e. the Consumer Protection Act, 1986.

2. Submission of information

- i. Account:
 - a. If you allow a third party, access to the Services through your account, you shall ensure that the said third party is bound by and abides by the terms of this Agreement. All provisions in this Agreement are applicable to the third party.

Please refer to our Privacy Policy www.teewe.in/legal to know more about our policy with regards to collections, storage and use of personally identifiable information provided by you.

- ii. The Company authorizes you to access the App solely for the purpose of using the Services.
- iii. You hereby authorize the Company to (i) use your submitted information to contact you, (ii) maintain a record of your queries, visit of the App, and/or feedback, and (iii) use all submitted information by you in a manner as it may deem necessary.
- iv. For certain functions of the App's Services, such as reviewing and tracking your use of the Services or to provide effective Service through App, you may be required to provide your name, age, mobile or phone number, and/or address; without limiting the generality of foregoing, you are required to provide accurate and complete information.
- v. The Company may, at any time and without having to serve any prior notice to you, (i) upgrade, update, change, modify, or improve the App or a part thereof in a manner it may deem fit, and (ii) change the contents of this Agreement or the Privacy Policy. It is your responsibility, in such cases, to review the terms of the Agreement from time to time. Such change shall be made applicable when they are posted. The Company may also alter or remove any content from the App without notice and without liability. Any material changes shall be highlighted on the first page/homepage of the App.
- vi. The Company reserves the right, at its sole discretion, to suspend your ability to use or access the App (or a part thereof) or the Services at any time while the Company investigates complaints or alleged violations of this Agreement, or for any other reason. Further, it shall also have the ability to prohibit or restrict you from using the App if the Company, in its opinion, feels that you are misusing the App in any manner whatsoever.
- vii. The use of the App is governed by the Company's Privacy Policy www.teewe.in/legal. The Company's Privacy Policy sets forth its standard practices regarding the collection, use and disclosure of personal information that it obtains about you in connection with the Services.

3. User Covenants

- i. As mandated by Regulation 3(2) of the IG Rules, and to the extent it is applicable to this Agreement, the Company hereby informs you that you are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
 - a. belongs to another person and to which you do not have any right;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - c. harms minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

- g. impersonates or defames another person;
 - h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
 - i. 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 cognisable offence or prevents investigation of any offence or is insulting to any other nation.
- ii. You are also prohibited from:
- a. violating or attempting to violate the integrity or security of the App;
 - b. transmitting any information on or through the App that is disruptive or competitive to the provision of the services provided by the Company;
 - c. intentionally submitting on the App any incomplete, false or inaccurate information;
 - d. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the App;
 - e. attempting to decipher, decompile, disassemble or reverse engineer any part of the App;
 - f. copying or duplicating in any manner any of the information available from the App; and
 - g. framing or hotlinking or deep linking any contents from the App.
- iii. The Company, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through email about any such information as mentioned in clause 3.ii above, shall be entitled to disable such information that is in contravention of clause 3.ii, the Company shall be entitled to preserve such information and associated records for production to governmental authorities for investigation purposes.
- iv. The Company may disclose or transfer information provided by you to its affiliates in other countries, and you hereby consent to such transfer. The SPI Rules only permit the Company to transfer sensitive personal data or information under the SPI Rules including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by the Company as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between the Company or any person on its behalf and the user or where you have consented to data transfer.

4. Third party information

- i. The App may provide information regarding third party website(s), affiliates or business partners and/or contain links to their websites (“**Content**”). Such information and links are provided solely for the purpose of your reference. The Company is not endorsing the material on the App, is not responsible for such errors and representation nor is it associated with it and you shall access these websites at your own risk. Further, it is up to you to take precautions to ensure that whatever links you select or software you download from the App, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature.
- ii. The App may contain links to or at times connect or redirect you to websites, apps, services and resources owned or controlled by third parties (collectively "**Third Party Services**"). The App does not control or monitor such Third Party Services and you acknowledge and agree that Company is not responsible or liable for the content, functionality or practices

of such Third Party Services. When you follow a link on this App, material at a Third Party website may be displayed in your browser framed by material on this App. This material is also Third Party Material for the purpose of these terms of use. The inclusion of links to Third Party Services on the App does not imply approval or endorsement of Third Party Services by the Company, nor does it suggest any association with operators of such Third Party Services. The App is merely providing the service of an aggregator in the present case.

- iii. The App provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party websites. If you decide to leave the App and access Third Party Services, you do so at your own risk. We suggest that you read the terms of use and privacy policies (if any) of those Third Party Services. You agree not to hold the Company responsible for any harm that may arise based on your access to or use of any Third Party Services.
- iv. The users agree that the information and links present in the App may not be owned by the Company. Further, the Device enables the users to open such links on the users' screen. The Company has entered into agreements with certain third party service providers who provide the Company with the service of populating the App with Content for the benefit of the users.

5. Intellectual property rights

All the intellectual property used on the App by the Company, service providers or any third party shall remain the property of the Company, service provider or any other third party as the case may be. You agree not to circumvent, disable or otherwise interfere with security related features of the App or features that prevent or restrict use or copying of any materials or enforce limitations on use of the App or the materials therein. The Service is protected to the maximum extent permitted by copyright laws, other laws, and international treaties. Content displayed on or through the Services is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws. The materials on the App or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

6. Liability

- i. The Company does not provide or make any representation, warranty or guarantee, express or implied about the App or the Service.
- ii. The Company shall not be liable for any damages whatsoever, including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the App or the Services. This shall extend to the loss suffered by you due to delay or inability to use or access the App or the Services.
- iii. The Company shall not be responsible or liable in any manner to you for any losses, damage, injuries or expenses incurred as a result of the use of the App in any manner.

7. Use of App

The App apart from providing other Services, shall also enable the Users to add a Torrent File/Magnet Link to its database, which links the App will then analyse and showcase the results to the User, if such Torrent File/Magnet Link contain any information about any video files.

Upon discovery of the video files and other readable files, the App will automatically starts caching vide from the internet and shall simultaneously stream it to the User on its television using the Teewe Device.

It is hereby clarified that the App, doesn't clear the cache on its own and the links/video files once stored, shall be made available to the User for further access unless manually deleted by the User in the stored cache.

It is specifically disclaimed by the Company that the App, shall in no manner, directly or indirectly, promoter piracy and browsing or analysing any Magnetic Links/Torrent files obtained from is any website which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.

For the purpose of this Agreement

Torrent File shall mean: In the BitTorrent file distribution system, a torrent file is a computer file that contains metadata about files and folders to be distributed, and usually also a list of the network locations of trackers, which are computers that help participants in the system find each other and form efficient distribution groups called swams.

Magnetic Link shall mainly refer to resources available for download via peer-to-peer networks. Such a link typically identifies a file not by location, but by content-more precisely, by the content's cryptographic hash value.

NOTE: A torrent file does not contain the content to be distributed; it only contains information about those files, such as their names, sizes, folder structure, and cryptographic hash values for verifying file integrity.

8. Indemnity

You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from (i) your access to or use of the App in any fraudulent manner, (ii) violation of the Agreement, (iii) infringement, or infringement by any other user of your account with the Company, and (iv) infringement of any intellectual property or other right of any person or entity. The Company will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

9. User Submissions

You understand that while using the App, you may be exposed to content from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content, and you agree and assume all liability for your use. You hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto.

10. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

11. Term and Termination

- i. This Agreement will remain in full force and effect while you use the App in any form or capacity.
- ii. The Company reserves the right to terminate your access to the App and this Agreement in the event of breach of any terms contained in this Agreement, misrepresentation of information, any unlawful activity or is unable to verify or authenticate any information the you submit to the Company through the App.

- iii. Clauses under the headings Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution, and Notices shall continue and survive the termination of this Agreement.

12. Dispute Resolution and Governing Law

- i. This Agreement and any contractual obligation between the Company and you will be governed by the laws of India, subject to the exclusive jurisdiction of courts at Bangalore.
- ii. All disputes will be subject to arbitration at Bangalore in English by a sole arbitrator appointed by the Company under the Arbitration and Conciliation Act, 1996.

13. Headings

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms of Service or the right to use the App by the users contained herein or any other section or pages of the App in any manner whatsoever.

14. Disclaimer

The App is provided to you on “As Is” basis. The Company hereby disclaims all representation(s) and/or warranty(ies), either express or implied, including without limitation, warranties of fitness for particular purpose, title, non-infringement. In addition thereto the Company makes no representations, warranties or guarantees that:

- a. this App shall be free from any error, loss, destruction, damage, corruption, attack, viruses, interference, hacking, other security intrusion,
- b. the use or results of the use of the App (including all of its content) is or will be accurate, reliable, current, and/or uninterrupted, and

the Company disclaims any liability relating thereto.

15. Notices

All notices and communications shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent *via* email/ facsimile, with due acknowledgment of complete transmission to the following address:

Mango Man Consumer electronics Pvt Ltd,
#244, 17th Cross, Sector 6 , HSR Layout, Bangalore, 5601012

16. Questions & Contact Information

Questions or comments about the Apps or the Services may be directed to the Company at the email address: legal@teewe.in