

TERMS OF USE

Welcome to Neetii.com, a service provided by Neeti-I Beyond Pvt. Ltd. (hereinafter “Neeti-I”, “Neetii”, “we”, “us” or “our”).

These Terms of Use govern our relationship with the users and others who interact with Neeti-I, as well as Neeti-I brands, products, and services which we hereinafter collectively call the “Neeti-I Services” or “Services”.

These Terms of Use together with our Privacy Policy and any other terms specifically referred to in any of these documents constitute a legal agreement binding between you and Neeti-I in relation to your use of the Website, Apps and Services (hereinafter collectively called “Platform”).

1. Acceptance of Terms of Use

Please read these Terms of Use and Privacy Policy very carefully. If you do not agree to any of the provisions set out in the present documents, you should not use the Website, Apps or any of the Services. By accessing or using the Platform, registering an account, or by viewing, accessing, streaming, uploading or downloading any information or content from or to the Platform, you represent and warrant that you have read and understood the Terms of Use and Privacy Policy and will abide by them, and that you are either 18 years of age or more, or the applicable age of majority in your jurisdiction, or if you are under 18 years of age or under the age of majority in your jurisdiction, you are 13 years of age or more and have your parent(s) or legal guardian(s) permission to use the Platform.

2. Changes to Terms of Use

We reserve the right to change, alter, replace or otherwise modify these Terms of Use at anytime. The date of last modification is given at the end of these Terms of Use. It shall be your responsibility to check this page from time to time for further updates.

When we make any updates to these Terms of Use, we will highlight this fact on the Website as well as the App. In addition, if you register an account and these Terms of Use are subsequently changed in any material respect (for example, for security, legal, or

regulatory reasons), we will notify you in advance by sending a message to your account and/or an email to the email address that you have provided to us, and the revised Terms of Use will become effective five (5) weeks after such notification. You will have no obligation to continue using the Platform following any such notification, but if you do not terminate your account as described in the Termination section below during such five (5) week period, your continued use of the Platform after the end of said period will be implied as your acceptance of the revised Terms of Use.

3. Description of the Platform

The Platform is a hosting service. Registered users of the Platform may submit, upload and post groups, blogs, polls, photos, videos, graphics, comments, and other content, data or information (“Content”), which will be stored by Neeti-I at the direction of such registered users, and may be shared and distributed by such registered users, and other users of the Platform, using the tools and features provided as part of the Platform and accessible via the Website, Apps and elsewhere. The Platform also enables registered users to interact with one another and to contribute to discussions, and enables any user of the Website, Apps or certain Services (who may or may not be registered users of the Platform) to view and share Content uploaded and made available by registered users.

We may, from time to time, release new tools and resources on the Website, release new versions of our Apps, or introduce other services and/or features for the Platform. Any new services and features will be subject to these Terms of Use as well as any additional terms of use that we may release for those specific services or features.

4. Using our Services

Subject to your strict compliance with these Terms of Use at any and all times during your use of the Platform, Neeti-I grants you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and license to use the Platform in order to view any Content uploaded and posted to the Website and share the Content using the features of the Platform where the appropriate functionality has been enabled by the user who uploaded the relevant Content (the “Uploader”), and subject to the territorial availability of that feature.

In addition, if you register to use the Platform, and subject to your strict compliance with these Terms of Use at any and all times during your use of the Platform, Neeti-I grants you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and license to:

- (i) Submit, upload or post Content to and keep such Content available on the Platform strictly as permitted in accordance with these Terms of Use and any other applicable terms posted on the Website from time to time;
- (ii) Participate in the groups and communicate with other members of the Neeti-I community strictly in accordance with these Terms of Use; and
- (iii) Use Apps and other Services provided as part of the Platform strictly as permitted in accordance with these Terms of Use and any other terms applicable to those Apps or Services from time to time.

The above licenses are conditional upon your strict compliance with these Terms of Use at any and all times during your use of the Platform, including, without limitation, the following:

- (i) You must not copy, rip or capture, or attempt to copy, rip or capture, any Content from the Platform or any part of the Platform, other than by means of download or store for offline use in circumstances where the relevant Uploader has elected to permit downloads or offline use of the relevant item of Content.
- (ii) You must not adapt, copy, republish, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Platform at any and all times, except (i) where such Content is Your Content at any and all times during your use of the applicable Content, or (ii) as permitted under these Terms of Use, and within the parameters set by the Uploader.
- (iii) You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Platform offering.
- (iv) You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.

- (v) You must not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent the popularity of Your Content on the Platform, or to misrepresent your activity on the Platform, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Platform.
- (vi) You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Platform or any Content appearing on the Platform (other than Your Content).
- (vii) You shall not under any circumstances permit any third party to, copy or adapt the object code of the Website or any of the Apps or Services, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Platform, or circumvent or attempt to circumvent or copy any copy protection mechanism or territorial restrictions or access any rights management information pertaining to Content other than Your Content.
- (viii) You must not use the Platform to upload, post, store, transmit, display, copy, distribute, promote, make available, continue to make available or otherwise communicate to the public:
- any Content that is abusive, libelous, defamatory, pornographic or obscene, that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation, or is otherwise objectionable in Neeti-I's reasonable discretion;
 - any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or

- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in Neeti-I's reasonable opinion;
 - any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any other user's use and enjoyment of the Platform; or
 - any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- (ix) You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.
- (x) You must not rent, sell or lease access to the Platform, or any Content on the Platform, although this shall not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.
- (xi) You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.
- (xii) You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any Neeti-I employee.
- (xiii) You must not use or attempt to use another person's account, password, or other information, unless you have express permission from that other person.
- (xiv) You must not sell or transfer, or offer to sell or transfer, any Neeti-I account to any third party without the prior written approval of Neeti-I.
- (xv) You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

(xvi) You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Neeti-I or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Neeti-I's servers, system or network or attempt to breach Neeti-I's data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without limitation, hacking Neeti-I's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Neeti-I under these Terms of Use, Neeti-I reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions at any and all times during your use of the Platform, and acknowledge and agree that Neeti-I has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

5. Cookies & Third Party Advertising

We do use cookies to store information such as your personal preferences when you visit our website. This includes showing you a popup once in your visit, or the ability to login to some of our features.

We also use third party advertisements on Neeti.com to support our website. Some of these advertisers may use technology such as cookies or web beacons when they advertise on our site, which will also send these advertisers (such as Google through its Ad Sense program) information including your IP address, your Internet Service Provider, the browser you need to visit our site, and in some cases whether you have installed Flash. This is generally required for geo-targeting purposes (showing Indian ads to someone in India, for example) or showing certain ads based on specific sites visited (such as showing house on rent ads to someone who frequents real estate websites).

You can choose to disable or selectively turn off cookies or our third party cookies in your browser settings or by managing preferences in programmes such as Quick-Heal Internet Security. However this can affect how you are able to interact with our site and other websites. This could include inability to login to services or programs.

6. Your Neeti-I Account

You are not obliged to register to use the Platform. However, access to the Apps and certain Services is only available to registered users. As an example, our App and website, enables registered users, who upload and make available their Content to other users, to receive instant feedback in the form of comments on their Content, communicate with other users by sending them messages and manage their Content any time.

6.1 Safety of your Account

When you register to use the Platform, you will provide us with your email address, and will choose a username and password for your account. You must ensure that the email address that you provide is, and remains, valid. Your email address and any other information you chose to provide about yourself will be treated in accordance with our Privacy Policy.

You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you.

If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify Neeti-I in writing, and should change your password at the earliest possible opportunity.

We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and

may, with or without prior notice, suspend or terminate your account if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms of Use, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations.

You may terminate your account at any time as described in the Termination section below.

6.2 Your Content and Intellectual Property Rights

You own all of the content and information you post on Neeti-I and you can control how it is shared through your privacy and application settings.

Any and all text, photos, pictures, graphics, comments, and other content, data or information that you upload, store, transmit, submit, exchange or make available to or via the Platform (hereinafter "Your Content") is generated, owned and controlled solely by you, and not by Neeti-I.

Neeti-I does not claim any ownership rights in Your Content, and you hereby expressly acknowledge and agree that Your Content remains your sole responsibility. You must not upload, store, distribute, send, transmit, display, perform, make available, continue to make available or otherwise communicate to the public any Content to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within Your Content (including by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the Platform), independent of whether it is or becomes unauthorized at a later point, may constitute an infringement of third party rights and is *strictly prohibited*. Any such infringements may result in termination of your access to the Platform as described in the Repeat Infringers section below, and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rights-holder.

We may, from time to time, invite or provide you with means to provide feedback regarding the Platform, and in such circumstances, any feedback you provide will be

deemed non-confidential and Neeti-I shall have the right, but not the obligation, to use such feedback on an unrestricted basis.

When you delete IP content (photos, videos, blogs etc.), it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others). When you publish content or information using „Everyone“ setting, it means that you are allowing everyone, including people off of Neeti-I, to access and use that information, and to associate it with you (i.e., your name and profile picture).

7. Grant of License

By uploading or posting Your Content to the Platform, you initiate an automated process to direct Neeti-I to store Your Content on our servers, from where you may control and authorize the use, ways of reproduction, transmission, distribution, public display, public performance, making available (including whether users will be permitted to use your Content offline) and other communication to the public of Your Content on the Platform and elsewhere using the Services. To the extent it is necessary in order for Neeti-I to provide you with any of the aforementioned hosting services, to undertake any of the tasks set forth in these Terms of Use, including the distribution of advertising or other promotional material on our Platform and/or to enable your use of the Platform, you hereby grant such licenses to Neeti-I on a limited, worldwide, non-exclusive, royalty-free and fully paid basis.

By uploading Your Content to the Platform, you also grant a limited, worldwide, non-exclusive, royalty-free, fully paid up, license to other users of the Platform, and to operators and users of any other websites, apps and/or platforms to which Your Content has been shared or embedded using the Services (“Linked Services”), to use, copy, listen to offline, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public, Your Content utilizing the features of the Platform from time to time, and within the parameters set by you using the Services. You can limit and restrict the availability of certain of Your Content to other users of the Platform, and to users of

Linked Services, at any time using the permissions tab in the track edit section for each sound you upload.

Notwithstanding the foregoing, nothing in these Terms of Use grants any rights to any other user of the Platform with respect to any proprietary name, logo, trademark or service mark uploaded by you as part of Your Content (for example, your profile picture) (“Marks”), other than the right to reproduce, publicly display, make available and otherwise communicate to the public those Marks, automatically and without alteration, as part of the act of reposting sounds with which you have associated those Marks.

The licenses granted in this section are granted separately with respect to each item of Your Content that you upload to the Platform. Licenses with respect to audio Content, and any images or text within your account, will (subject to the following paragraph of these Terms of Use) terminate automatically when you remove such Content from your account. Licenses with respect to comments or other contributions that you make on the Platform will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.

Removal of audio Content from your account will automatically result in the deletion of the relevant files from Neeti-I’s systems and servers. However, notwithstanding the foregoing, you hereby acknowledge and agree that once Your Content is distributed to a Linked Service, Neeti-I is not obligated to ensure the deletion of Your Content from any servers or systems operated by the operators of any Linked Service, or to require that any user of the Platform or any Linked Service deletes any item of Your Content. Furthermore, if you authorize any of Your Content to be available for offline, after deletion of an item of Your Content or removal from the ability for other users to listen to the applicable Content offline, the applicable Content may still be temporarily available to other users of the Platform who saved the applicable Content for offline use on their devices, but no longer than 30 days from the time of deletion.

Any Content other than Your Content is the property of the relevant user who uploads it, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the

features of the Platform from time to time and within the parameters set by the user who has uploaded it on the Platform or with the express written consent of such user. Where you repost another user's Content, or include another user's Content in a playlist or album or where you listen to another user's Content offline, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant user who uploads it.

8. Representation and Warranties

You hereby represent and warrant to Neeti-I as follows:

- i. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use at any and all times during any applicable use, and (if and where relevant) to authorize Neeti-I to use, Your Content pursuant to these Terms of Use, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available (including using offline) and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the Platform, any and all Services and any Linked Services.
- ii. Your Content and the availability thereof on the Platform does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.
- iii. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Platform and via any Linked Services.
- iv. Your Content, including any comments that you may post on the Website, is not and will not be unlawful, abusive, libelous, defamatory, pornographic or obscene, and will not promote or incite violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation.

- v. Your Content does not and will not create any liability on the part of Neeti-I, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders. Neeti-I reserves the right to remove Your Content, suspend or terminate your access to the Platform and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

9. Liability for Content

You hereby acknowledge and agree that Neeti-I:

- (i) Stores content and other information at the direction, request and with the authorization of its users,
- (ii) Acts merely as a passive conduit and/or host for the uploading, storage and distribution of such content, and
- (iii) Plays no active role and gives no assistance in the presentation or use of the content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Platform, and to the extent permissible by law, Neeti-I excludes all liability with respect to all content (including Your Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that Neeti-I cannot and does not review the content created or uploaded by its users, and neither Neeti-i nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and may, but does not undertake or assume any duty to, monitor the Platform for content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Use or applicable law.

Neeti-I and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any content uploaded to the Platform by users, including, but not limited to, any claims for infringement of intellectual

property rights, rights of privacy or publicity rights, any claims relating to publication of abusive, defamatory, pornographic, or obscene material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Platform. By using the Platform, you irrevocably waive the right to assert any claim with respect to any of the foregoing against Neeti-I or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

10. Blocking and Removal of Content

Notwithstanding the fact that Neeti-I has no legal obligation to monitor the content on the Platform, Neeti-I reserves the right to block, remove or delete any content at any time, and to limit or restrict access to any content, for any reason and without liability, including without limitation, if we have reason to believe that such content does or might infringe the rights of any third party, has been uploaded or posted in breach of these Terms of Use, or applicable law, or is otherwise unacceptable to Neeti-I.

11. Repeated Infringement

Neeti-I will suspend or terminate your access to the Platform if Neeti-I determines, in its reasonable discretion, that you have repeatedly breached these Terms of Use.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior violates our terms we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Platform terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by Neeti-I at its discretion. Please note we do not offer refunds to Subscription account holders whose accounts are terminated as a result of repeated infringement or any violation of these Terms of Use or our Community Guidelines.

12. Limitation of Liability

IN NO EVENT SHALL NEETI-I'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE AMOUNTS (IF ANY) PAID BY YOU TO NEETI-I DURING THE PREVIOUS TWELVE (12) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. NEETI-I AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, SHALL HAVE NO LIABILITY FOR:

ANY LOSS OR DAMAGE ARISING FROM:

(A) YOUR INABILITY TO ACCESS OR USE THE PLATFORM OR ANY PART OR PARTS THEREOF, OR TO ACCESS ANY CONTENT OR ANY EXTERNAL SERVICES VIA THE PLATFORM;

(B) ANY CHANGES THAT SOUNDCLLOUD MAY MAKE TO THE PLATFORM OR ANY PART THEREOF, OR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE PLATFORM OR ANY CONTENT IN OR FROM ANY OR ALL TERRITORIES;

(C) ANY ACTION TAKEN AGAINST YOU BY THIRD PARTY RIGHT-HOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH THIRD PARTY'S RIGHTS RELATING TO YOUR CONTENT OR YOUR USE OF THE PLATFORM, OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY SOUNDCLLOUD OR ANY RELEVANT LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE PLATFORM;

(D) ANY ERRORS OR OMISSIONS IN THE PLATFORM'S TECHNICAL OPERATION, OR FROM ANY INACCURACY OR DEFECT IN ANY CONTENT OR ANY INFORMATION RELATING TO CONTENT;

(E) YOUR FAILURE TO PROVIDE NEETI-I WITH ACCURATE OR COMPLETE INFORMATION, OR YOUR FAILURE TO KEEP YOUR USERNAME OR PASSWORD SUITABLY CONFIDENTIAL;

(F) ANY MISCONDUCT BY OTHER USERS OR THIRD PARTIES USING THE PLATFORM, ESPECIALLY IN BREACH OF THE AGREEMENT;

(G) ANY LOSS OR MISUSE OF YOUR CONTENT ON ACCOUNT OF AN EXTERNAL ATTACK OF HACKING BY ANY THIRD PARTY.

ANY LOSS OR DAMAGE TO ANY COMPUTER HARDWARE OR SOFTWARE, ANY LOSS OF DATA (INCLUDING YOUR CONTENT), OR ANY LOSS OR DAMAGE FROM ANY SECURITY BREACH; AND/OR

ANY LOSS OF PROFITS OR ANY LOSS YOU SUFFER WHICH IS NOT A FORESEEABLE CONSEQUENCE OF NEETI-I BREACHING THESE TERMS OF USE. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND SOUNDCLOUD AT THE TIME YOU AGREE TO THESE TERMS OF USE, AND THEREFORE DO NOT INCLUDE ANY INDIRECT LOSSES, SUCH AS LOSS OF OPPORTUNITY.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM MUST BE NOTIFIED TO NEETI-I AS SOON AS POSSIBLE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SOUNDCLOUD AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND SOUNDCLOUD, AND THAT SOUNDCLOUD'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTHING IN THESE TERMS OF USE LIMITS OR EXCLUDES THE LIABILITY OF NEETI-I, ITS SUBSIDIARIES, SUCCESSORS, ASSIGNS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND/OR SHAREHOLDERS: (I) FOR ANY DEATH OR PERSONAL INJURY CAUSED BY ITS OR THEIR NEGLIGENCE, (II) FOR ANY FORM OF FRAUD OR DECEIT, (III)

FOR ANY DAMAGES CAUSED WILFULLY OR BY GROSS NEGLIGENCE, OR
(IV) FOR ANY FORM OF LIABILITY WHICH CANNOT BE LIMITED OR
EXCLUDED BY LAW.

13. Indemnification

You hereby agree to indemnify and hold harmless Neeti-I and its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- i. Any violation of the terms of use;
- ii. Any third party claim of infringement of copyright or any other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Platform, and/or making available thereof to other users, and/or the actual use of Your Content by other users of Platform or linked services in accordance to the Terms of Use and parameters set by you with respect to distribution and sharing of Your Content.
- iii. Any activity related to your account whether it be used by you or any other person accessing your account with or without your consent, unless the activity was caused by act or default on part of Neeti-I.

14. Termination

If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of our Services to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

In all such cases, this Statement shall terminate, but you understand that when you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

Once your account has been terminated, any and all Content residing in your account, or pertaining to activity from your account, will be irretrievably deleted by Neeti-I, except to the extent that we are obliged or permitted to retain such content, data or information for a certain period of time in accordance with applicable laws and regulations and/or to protect our legitimate business interests. You are advised to save or back up any material that you have uploaded to your account before terminating your account, as Neeti-I assumes no liability for any material that is irretrievably deleted following any termination of your account.

If you access the Platform via any of our Apps or via any third party app connected to your account, deleting that app will not delete your account. If you wish to delete your account, you will need to do so from the Account page within your Settings on the Website. The provisions of these Terms of Use that are intended by their nature to survive the termination or cancellation of this Agreement will survive the termination of this Agreement, including, but not limited to, Sections 4 to 8 and section 11.

15. Severability

If in case one or more of the provisions of these Terms of Use are found to be unlawful, void or unenforceable, such provision or provisions shall be deemed severable and will not affect the validity or enforceability of the remaining Terms of Use, which will remain in full force and effect.

16. Entire Agreement

These Terms of Use constitute entire agreement between you and Neeti-I and shall supersede any prior agreement between you and Neeti-I. Any modifications to this agreement shall be made in writing only and in the manner specified in Section 2.

17. Assignment to third parties

Neeti-I may assign its rights and (where permissible by law) its obligations under this Agreement, in whole or in part, to any third party at any time without notice, including

without limitation, to any person or entity acquiring all or substantially all of the assets or business of Neeti-I. You may not assign this Agreement or the rights and duties hereunder, in whole or in part, to any third party without the prior written consent of Neeti-I.

18. Applicable law, jurisdiction and dispute resolution

You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to these Terms of Use or Neeti-I exclusively in the District Court of Nagpur, Maharashtra or the High Court of Bombay at its Nagpur Bench, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the Union of India will govern these Terms of Use, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

If anyone brings a claim against us related to your actions, content or information on Neeti-I, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Neeti-I and are not responsible for the content or information users transmit or share on Neeti-I. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Neeti-I. We are not responsible for the conduct, whether online or offline, of any user of Neeti-I.

PRIVACY POLICY

Your privacy is paramount to us. We believe that you should always be aware of the information that you share with us by joining our digital family. As such, in the interest of full disclosure, we present to you this Privacy Policy in order to enable you to make an informed decision about the information that you share with us. Accordingly, we recommend that you read this policy full.

This Privacy Policy describes and explains our practices, including your choices, regarding the collection, use and disclosure of certain information, including, most importantly, your personal information, by Neeti-I Beyond Pvt. Ltd. (hereinafter referred to as “Neetii”) in connection with our services.

1. Collecting Your Information

1.1 Information that you provide

Registration

To create an account, you must provide us with some personal data so that we can provide our services to you. This includes your name, email address, and/or mobile number and a password.

Profile

You have choices about the information on your profile, such as your education, work experience, skills, photo, city or area. It is not mandatory to provide all the information on your profile; however, profile information helps you get more from our services, including, customizing your feed to make available content that is more relevant and specific to you. It is your choice to whether to include sensitive information on your profile and to make that sensitive information public. Please do not post or add personal data to your profile that you would not want to be publicly available. Nonetheless, you can manage who can view or post on your profile.

Content

We collect information about how you use our services, such as the types of content that you view or engage with, the features you use, the actions you take, the people or accounts you interact with and the time, frequency and duration of your activities.

In the event that you choose to sync your contacts with our platform, we will collect your address book and information about your contacts to keep growing your connections by giving you friend suggestions. If you opt to invite contacts from your address book to join our platform, we will on your behalf send out text messages to these contacts containing a download link for our App and a link to our website.

We also access your location through GPS to bring you customized content specific to your geographical location. For instance, if you are a resident of the State of Maharashtra, we will personalize your news feed to show you content that is specific to Maharashtra, along with other more general content. You may choose to not grant permission to access your location. However, if you don't, it may lead to more general content which might not be very relevant to you.

1.2 Information provided by others

Content

You and others may post content that includes information about you (as part of articles, posts, comments, videos) on our platform. We collect public information such as the posts, videos, articles that you may have liked or commented upon, or the polls that you may have participated in, to keep your feed relevant to your interests.

Contact Information

We receive personal data (including contact information) about you when others import or sync their contacts with our platform.

1.3 Use of Our Services

We log your visits and use of our services, through our website or app.

We log usage data when you visit or otherwise use our services, including our sites, app and platform technology, such as when you view or click on content (e.g., video), perform a search, install or update our mobile app, share articles or participate in a poll. We use log-ins, cookies, and internet protocol ("IP") addresses to identify you and log your use.

2. Using Your Information

How we use your personal data will depend on your use of the platform and the services that you use, and the choices you make in your profile settings. We use the data that we have about you to provide and personalize our content, including with the help of automated systems and inferences we make, so that our services (news, polls etc.) can be more relevant and useful to you and others.

Our services help you connect with others, to view political news, engage into discussions, participate in polls and to voice your views.

Our services allow you to connect with people that share similar interests, stay in touch and up to date with your friends, colleagues or other contacts. To do so, you can “friend” then my sending a request. Subject to your and their settings, when you connect with other Members, you will be able to view each others’ profiles and posting activities.

We use data about you (such as your profile, profiles you have viewed or data provided through address book synchronization) to help others find your profile, suggest connections for you and others and enable you to invite others to become a member and connect with you. You can also opt-in to allow us to use your precise location or proximity to others for certain tasks (e.g. to show you news articles relevant to your geographical location).

It is your choice whether to invite someone to our services, send a connection request, or allow another member to become your friend. When you invite someone to connect with you, your invitation will include your network and basic profile information (e.g., name, profile photo, etc.)

3. Sharing Your Information

Profile Information

Your profile is fully visible to all members of our platform. You can choose to make your profile private by changing your privacy settings.

Posts, Likes, Comments and Messages

Our services allow viewing and sharing information including through posts, polls, likes, and comments.

When you share an article or a post (e.g., an update, image, video or article) publicly it can be viewed by everyone and re-shared anywhere (subject to your [settings](#)). Members will be able to find and see your publicly-shared content, including your name (and photo if you have provided one).

In a [group](#), posts are visible to others in the group. Your membership in groups is public and part of your profile, but you can change visibility in your settings.

When you like or re-share or comment on another's content (including ads), others will be able to view these "social actions" and associate it with you (e.g., your name, profile and photo if you provided it).

Legal Disclosures

We may need to share your data when we believe it's required by law or to help protect the rights and safety of you, us or others.

It is possible that we will need to disclose information about you when required by law, subpoena, or other legal process or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate, prevent or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce our agreements with you; (3) investigate and defend ourselves against any third-party claims or allegations; (4) protect the security or integrity of our services (such as by sharing with companies facing similar threats); or (5) exercise or protect the rights and safety of Neetii, our members, personnel or others. We attempt to notify members about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

Change in Control

We may share your data when our business is sold to others, but it must continue to be used in accordance with this Privacy Policy.

We can also share your personal data as part of a sale, merger or change in control, or in preparation for any of these events. Any other entity which buys us or part of our business will have the right to continue to use your data, but only in the manner set out in this Privacy Policy unless you agree otherwise.

4. Your Rights, Choices and Obligations

Data Retention

We keep most of your personal data for as long as your account is open.

We generally retain your personal data as long as you keep your account open or as needed to provide you services. This includes data you or others provided to us and data generated or inferred from your use of our services. Even if you only use our services very rarely few years, we will retain your information and keep your profile open, unless you close your account. In some cases we choose to retain certain information (e.g., feedback about services use) in a depersonalized or aggregated form.

Right to Control and Access Your Data

You can access or delete your personal data. You have many choices about how your data is collected, used and shared.

We provide many choices about the collection, use and sharing of your data, from deleting or correcting data you include in your profile and controlling the visibility of your posts. We offer you settings to control and manage the personal data we have about you.

For personal data that we have about you, you can:

Delete Data: You can ask us to erase or delete all or some of your personal data (e.g., if it is no longer necessary to provide services to you).

Change or Correct Data: You can edit some of your personal data through your account. You can also ask us to change, update or fix your data in certain cases, particularly if it's inaccurate.

Object to, or Limit or Restrict, Use of Data: You can ask us to stop using all or some of your personal data (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal data is inaccurate or unlawfully held).

Right to Access and/or Take Your Data: *You can ask* us for a copy of your personal data and can ask for a copy of personal data you provided in machine readable form.

You can simply write to us with your requests and we will take care of it. Our contact information is given below in the last segment of this document.

Closing Your Account

We keep some of your data even after you close your account.

If you choose to close your account, your personal data will generally stop being visible to others on our platform within 24 hours.

We retain your personal data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use Agreement, or fulfill your request to "unsubscribe" from further messages from us. We will retain de-personalized information after your account has been closed.

Information you have shared with others (e.g., through messages, updates or group posts) will remain visible after you close your account or delete the information from your own profile or mailbox, and we do not control data that other Members have copied out of our services. Your profile may continue to be displayed in the services of others (e.g., search engine results) until they refresh their cache.

5. Survey Serving Technology

This website uses Pollfish web plugin. Pollfish is an on-line survey platform, through which, anyone may conduct surveys. Pollfish collaborates with Developers of applications for smartphones and website owners in order to have access to users of such applications/websites and address survey questionnaires to them. This website uses and enables Pollfish cookies. When a user connects to this website, Pollfish detects whether the user is eligible for a survey. Data collected by Pollfish will be associated with your answers to the questionnaires whenever Pollfish sends such questionnaires to eligible users. For a full list of data received by Pollfish through this website, please read carefully Pollfish respondent terms located at <https://www.pollfish.com/terms/respondent>. By using this website you accept this privacy policy document and you hereby give your explicit consent for the placement of a Pollfish cookie in your system and the processing by Pollfish of the aforementioned data. Furthermore, you are informed that you may disable Pollfish operation at any time by using the Pollfish "opt out section" available on Pollfish website or by disabling "third party cookies" from your browser's settings.

We once more invite you to check the Pollfish respondent's terms of use, if you wish to have more detailed view of the way Pollfish works.

For Neetii App

This app uses Pollfish SDK. Pollfish is an on-line survey platform, through which, anyone may conduct surveys. Pollfish collaborates with Developers of applications for smartphones in order to have access to users of such applications and address survey questionnaires to them. When a user connects to this app, a specific set of user's device data (including Advertising ID which will may be processed by Pollfish only in strict compliance with google play policies- and/or other device data) and response meta-data is automatically sent to Pollfish servers, in order for Pollfish to discern whether the user is eligible for a survey. For a full list of data received by Pollfish through this app, please read carefully Pollfish respondent terms located at <https://www.pollfish.com/terms/respondent>. These data will be associated with your answers to the questionnaires whenever Pollfish sends such questionnaires to eligible users. By downloading the application you accept this privacy policy document and you hereby give your consent for the processing by Pollfish of the aforementioned data. Furthermore, you are informed that you may disable Pollfish operation at any time by using the Pollfish "opt out section" available on Pollfish website . We once more invite you to check the respondent's terms of use, if you wish to have more detailed view of the way Pollfish works.

APPLE, GOOGLE AND AMAZON ARE NOT A SPONSOR NOR ARE INVOLVED IN ANY WAY IN THIS CONTEST/DRAW. NO APPLE PRODUCTS ARE BEING USED AS PRIZES.

6. Contact Us

If you have questions or complaints regarding this Privacy Policy, please write to us at contact@neetii.com, and we will be happy to assist you.