

Wedding Ka Portal Terms of Use (“TOU”)

Last Updated: January 6, 2016

April Broadcast Private Limited, (“**ABPL**”, “**we**”, “**us**” or “**our**”) offers an on-line marketplace where people may submit and upload at the following website: **www.weddingkaportal.com** (henceforth, “**Website**”) a variety of works, including film and video footage, music, sound effects, photographs, illustrations, animation, Flash files, templates, media project files and/or other audio, audio-visual, or visual works, whether generated optically, electronically, digitally or by any other means or in any media or other material (any and all of such works that are uploaded to the Website or otherwise submitted to us, individually and collectively, “**Content**”) so the same may be downloaded by and licensed to Members, registrants and licensees of the Website.

Unless otherwise agreed to in writing by you and ABPL, these TOU apply to and govern your access and use (including any trial use) of the Website.

Please read these TOU carefully before accessing or using the Website, as these TOU constitute a binding legal agreement between you and ABPL. **IF YOU DO NOT AGREE WITH THESE TOU, YOU MAY NOT ACCESS OR USE THE WEBSITE.**

These TOU are a legal agreement between you and ABPL and apply to you whether you are a contributor to or a visitor just accessing or browsing the website pages (each, a “**Member**”). **YOU UNDERSTAND THAT BY CLICKING THE “I AGREE” BUTTON, OR BY ACCESSING OR USING THE WEBSITE, (INCLUDING ANY CONTENT PROVIDED THEREIN), YOU ARE AGREEING TO BE BOUND BY THESE TOU. IF YOU DO NOT AGREE OR ACCEPT THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE WEBSITE.**

If you agree to these TOU on behalf of a business, you represent and warrant that you have the authority to bind that business to these TOU and your agreement to these terms will be treated as the agreement of the business. In that event, “you” and “your” will refer and apply to that business.

1. Eligibility and Registration.

- a) If you wish to access the Website, you will be required to create an account. You must be at least 18 years of age to use our Website.
- b) When you register with ABPL and set up your account you will be asked to choose a username and a password. You agree to provide ABPL with accurate, true, current, and complete information. You agree to promptly update your information for your account(s) on an ongoing basis. You authorize ABPL, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your information for your account(s). You agree that you will not use false identities or impersonate any other person or use a username or password that you are not authorized to use.
- c) You agree that the information that you provide to us upon registration, and at all other times will be true, accurate, current and complete. Without limiting any other terms of this TOU, you may not use false identities or impersonate any other person or use a username or password that you are not authorized to use.

ABPL reserves the right to require you to change your username for any reason and may do so at any time.

- d) You are responsible for safeguarding your account administration password(s) and you agree not to disclose your password(s) to any third party. You are solely responsible for any activities or actions taken under your password(s), whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your password. ABPL reserves the right to require you to change your username or password for any reason and at any time.
- e) If you become a Member you consent to the use of: (a) electronic means to complete these TOU and to provide you with any notices given pursuant to these TOU; and (b) electronic records to store information related to these TOU or your use of the Website. Our **Privacy Statement** contains information about our policies and procedures regarding the collection, use and disclosure of information we receive from Members.

2. Modification.

- a) ABPL reserves the right, at its sole discretion, to modify, discontinue or terminate all or a portion of the Website, or to modify these TOU, at any time and without advance notice. If we modify these TOU, we will update the “Last Updated” date at the top of these TOU. If any modified TOU are not acceptable to you, your sole remedy is to cease using the Website. By continuing to access or use the Website after ABPL makes any such revision, you agree to be bound by the revised TOU.

3. Termination and Account Cancellation.

- a) Without limiting other remedies, ABPL may immediately terminate or suspend your access to the Website and remove any material (including Content) from the Website or our servers, in the event that you breach these TOU. Notwithstanding the foregoing, we also reserve the right to terminate the Website or your access thereto, at any time and for any reason. In addition, ABPL may notify authorities or take any actions it deems appropriate, without notice to you, if ABPL suspects or determines, in its own discretion, that you may have or there is a significant risk that you have: (i) failed to comply with any provision of these TOU or any policies or rules established by ABPL; or (ii) engaged in actions relating to or in the course of using the Website that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, ABPL, Members, or any other third parties or the Website.
- b) You may terminate your account at any time and for any reason by sending us an email at info@weddingkaportal.com. Upon any termination by a Member, the related account will no longer be accessible.
- c) After any termination, you understand and acknowledge that we will have no further obligation to provide the Website. Upon termination, all licenses and other rights granted to you by these TOU will immediately cease. ABPL is not liable to you or any third party for termination of the Website or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION,

ANY INFORMATION (INCLUDING CONTENT) THAT YOU HAVE SUBMITTED ON THE WEBSITE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, ABPL will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party.

- d) Any suspension, termination or cancellation will not affect your obligations to ABPL under these TOU (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

4. Copyrighted Materials: No Unauthorized Use.

- a) YOU WILL NOT USE THE WEBSITE TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO OR STORE ANY MATERIAL OR CONTENT THAT INFRINGES COPYRIGHTED WORKS OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. ABPL has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of Members who repeatedly infringe or are believed to be infringing the rights of copyright holders.
- b) ABPL respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim, by sending an email to info@weddingkaportal.com
- c) We will endeavour to process and investigate each notice of alleged infringement and will endeavour to take appropriate actions under the Indian Copyright Act (the “Copyrights Act”) and other applicable intellectual property laws with respect to any alleged or actual infringement. To enable us to commence evaluation, the notice must include:
 - i. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;
 - iii. A description of the material that you claim is infringing or where it is located on the Website, with enough detail that we may find it on the Website;
 - iv. Your address, telephone number and email address;
 - v. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
 - vi. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or

intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

- d) Please keep in mind that if you knowingly make a false claim in a copyright violation takedown notice, you could be subject to liability for damages, court costs and attorneys' fees under applicable laws.

5. Intellectual Property Rights and Ownership; Limitations.

- a) Definitions. A variety of works, including film and video footage, music, sound effects, photographs, illustrations, animation, Flash files, templates, media project files and/or other audio, audio-visual, or visual works, whether generated optically, electronically, digitally or by any other means or in any media or other material (collectively, Content) are made available through the Website. These may have been uploaded or posted by Members and also includes other information which Members or our other third party licensors stream, post, upload and otherwise submit to the Website, including, without limitation, in broadcast chats, discussion groups, message boards and Member created profile pages. ABPL reserves the right to remove and permanently delete any Content from the Website without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available any Content, emails or other materials that are believed to violate these TOU.
- b) Content. Subject to your compliance with these TOU, you may access and use the Website and Content in accordance with terms and conditions as mentioned in this TOU. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, Content or related products and services and you will not reproduce, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit, as is, the Content, other than your own Content. ABPL, its licensors and Members own their respective rights, titles and interest, including all worldwide intellectual property rights in their respective Content that appears on the Website.
- c) Upload of Content. No Content may be uploaded to the Website or otherwise submitted to us unless the Member doing so first agrees and accepts the Wedding Ka Portal Seller Agreement, and the same may be changed by us from time to time (the “**Seller Agreement**”) and such Member will be treated as a “Seller”.
- d) Download of Content. No Content may be downloaded or otherwise copied from the Website, unless the person or entity doing so first agrees to the Wedding Ka Portal Content License Agreement, and the same may be changed by us from time to time (the “**License Agreement**”), and any and all Content downloaded or copied from the Website is subject to and only may be downloaded and used on the terms and subject to the conditions and restrictions of the License Agreement.
- e) Content uploaded by Members

- i. License Grant. ABPL does not claim ownership rights in Content uploaded by Members. However, by uploading, submitting, emailing, posting, publishing or otherwise transmitting any Content to ABPL on our website or to the Website, you hereby grant ABPL a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast and otherwise exploit such Content in any form, medium, device or technology now known or later developed, including without limitation on third party websites and platforms where the Website are syndicated. For example, ABPL will have the right to insert, place or include all types of advertisements within or around your Content, including without limitation to running or streaming pre-rolls, mid-rolls, post-rolls, overlays, banners, campaign and companion ads and any other type of advertising units in connection with your Content. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to grant the foregoing licenses to ABPL. You agree to execute and deliver such documents and provide all assistance reasonably requested by ABPL to give to ABPL the full benefit of the rights granted to ABPL by you.
- ii. Limitations. You acknowledge and agree that ABPL may, at its option, establish limits concerning Content, including without limitation the number and/or types of unique users, concurrent seats, and/or other types of log-ins and/or passwords available for your Website account(s), the number of uploads and downloads that may be done in any month or other period within the Term and/or other bandwidth-related limitations or restrictions, the number of Channel Managers assigned to your Website account(s) and/or particular Channel(s), the maximum number of days that Content will remain on our Website and App, the maximum size of any files that may be stored on or uploaded to the Website and App, and the maximum disk space that will be allotted to you for the storage of Content on ABPL's servers. Content that exceed any established limit ("**Storage Limitation**") at any time throughout your use of the website will be deleted by ABPL, with or without advance notice to you. ABPL will delete the Content (in whole or partial) from your account until your account is below the Storage Limitation. ABPL will have no responsibility or liability for Content that are deleted for exceeding any established limit. ABPL will have no responsibility or liability for and you are solely responsible for creating back-ups of your Content. ABPL reserves the right to change, suspend or discontinue part or all of any limits concerning Content at any time, for any reason, without notice and without explanation.
- iii. ABPL has no obligation to monitor Content for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Content or anything said, depicted or written by Members, including, without limitation, any information obtained by using the Website. ABPL does not endorse any Content or any opinion, recommendation, or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable

rights or remedies you have or may have against ABPL with respect thereto.

- iv. Disclaimer. ABPL has no ability to control the Content that are uploaded, posted or otherwise transmitted using the Website and does not have any obligation to monitor such Content for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Content or anything said, depicted or written by Member, including without limitation any information obtained by using the Website. ABPL does not endorse any Content or any opinion, recommendation, or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against ABPL with respect thereto. ABPL will have no responsibility or liability to you or any third party as a result of you accessing or using the Website and you are solely responsible for any activities you do in connection with or via the Website.

6. Fees and Payment.

- a) Fees for the Website. The Website may be made available in free or paid versions, different service levels and/or different service plans. Not all of the features and functionality of the Website may be available in each version, service level or service plan. Separate or additional usage and/or overage charges may apply to different versions, service levels or service plans. ABPL reserves the right to change, suspend or discontinue part or all of any version, service level or service plan at any time, for any reason, without notice and without explanation.
- b) In order to register for or use a paid version of the Website, or a version, service level or service plan to which usage and/or overage charges may apply, you may be required to provide ABPL with billing and account information (“**Billing Information**”) for a credit card, payment card or another payment system, such as PayPal or PayU, for which you are authorized to approve charges (each, a “**Payment Source**”) to allow ABPL to collect payment from you for your use of the Website. You must provide ABPL with true, accurate, current and complete Billing Information and maintain and promptly update your Billing Information to keep it true, accurate, current and complete.
- c) You authorize ABPL to automatically and immediately bill your Payment Source when charges for your use of the paid version of the Website are due, without any further action on your part or other prior notice on the part of ABPL. You assume full responsibility for such charges, even if such charges are declined or not paid by your Payment Source.
- d) If your Payment Source is invalid, if charges billed to your Payment Source are declined or not paid or if you fail to pay charges for a paid version of the Website when due, your account may be downgraded, suspended or cancelled, at ABPL’s discretion. If your account is suspended, ABPL may, but is not obligated to, maintain your account and/or related content and information, in order to allow you pay the past-due charges and restore your account. If the charges are not paid, your account may be cancelled.

- e) All fees are non-refundable and non-transferable except as expressly provided in these TOU. Fees and transactions you complete through the Website may include taxes based on the bill-to address and the applicable tax rate(s) in effect at the time and location your transaction is completed. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with any fees due by you to ABPL. There is no prorated refund of any fees upon any termination or cancellation. You agree to immediately pay any amounts accrued, but remaining unpaid, as of termination (if any).

a) Interactions between Members.

- a. You are solely responsible for your interactions (including any disputes) with other Members. You understand that ABPL does not in any way screen Members. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Website and disclosing personal information to other Members. You agree to take reasonable precautions in all interactions with other Members, particularly if you decide to meet a Member offline, or in person. Your access and use of the Website, Content and any other information or other materials made available through the Website is at your sole risk and discretion and ABPL hereby disclaims any and all liability to you or any third party relating thereto. ABPL reserves the right to contact Members, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these TOU. You will cooperate fully with ABPL to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized ABPL representatives access to any password-protected portions of your ABPL account.
- b. Without limiting any terms of this TOU, ABPL may in its sole discretion review and/or record broadcast chat exchanges and/or other communications engaged in via the Website, in accordance with applicable law, in order to evaluate compliance with the rules and policies set forth in these TOU or as otherwise technically necessary.

7. Obligations for Members.

- a) General Prohibitions. The Website may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your access or use of the Website. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Website:
 - i. Circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content;
 - ii. Modify, obscure or interfere with any portion or functionality of the Website, including but not limited to links back to the Website.
 - iii. Upload, stream, email or otherwise transmit (i) any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary

- obligations that you might have with respect to the Content); (ii) any Content for which you do not have the consent or permission of each identifiable person in the Content to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the Content) and such consent or permission is necessary; or (iii) any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- iv. Use any meta tags or other hidden text or metadata utilizing a ABPL name, trademark, URL or product name;
 - v. Upload, stream, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes” or any other form of solicitation;
 - vi. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Website to send altered, deceptive or false source-identifying information;
 - vii. Upload, stream, email, or otherwise transmit, via the Website, any Content that are unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libellous, vulgar or violent or constitute hate speech or are otherwise objectionable in the opinion of ABPL;
 - viii. Upload, stream, email, or otherwise transmit any Content that contain software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the website;
 - ix. Upload, stream, email or otherwise transmit any Content that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any Content that is unrelated to the immediate, aesthetic nature of the Content;
 - x. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Website, servers or networks connected to the Website or the technical delivery systems of ABPL’s providers or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
 - xi. Attempt to probe, scan or test the vulnerability of any ABPL system or network or breach or impair or circumvent any security or authentication measures protecting the Website (including any Content available on the Website);
 - xii. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website;

- xiii. Use any data mining, robots or similar data gathering and extraction tools on or at the Website or attempt to access, search or meta-search the Website with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by ABPL or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, or Opera), including without limitation any software that sends queries to the Website to determine how a website or web page ranks.
 - xiv. Resell or make commercial use of the Website, any part thereof or, except as permitted by the License Agreement as related to Content downloaded thereunder;
 - xv. Frame or use framing techniques to enclose the Website or any part thereof or any Content or any trademark, logo, or other proprietary information (including images, text, page layout or form) of ABPL or the Website without our express written consent;
 - xvi. Collect or store personal data about other users without their express permission;
 - xvii. Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;
 - xviii. Advertise products or services or solicit any user of the Website, whether or not such advertising or solicitation is in the form of unrequested bulk commercial email;
 - xix. Use the Website in any manner not permitted by these TOU; or
 - xx. Encourage or instruct any other individual to do any of the foregoing or to violate any term of these TOU.
- b) Obligations to Third Parties. If you have obligations to any third party, as a non-limiting example, you and not ABPL are responsible for your compliance with those obligations. By allowing you to use the Website, ABPL does not suggest, warrant or guaranty that your access to any third party service in connection with your use of the Website is permitted by that third party service, nor does ABPL suggest, warrant or guaranty that your use complies with any laws or regulations that may apply to your use of any third party service. ABPL is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your activities while you use the Website or third party service.

8. Disclaimer of Warranties.

- a) Your access or use of the Website and Content is at your sole discretion and risk. The Website and Content, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. ABPL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE WEBSITE AND CONTENT, INCLUDING WITHOUT

LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. ABPL disclaims any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Website; or (ii) that the Website and Content will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from ABPL, will create any warranty not expressly stated in these TOU. Some countries, states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

9. Limitation of Liability.

- a) IN NO EVENT WILL ABPL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND CONTENT WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ABPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL ABPL'S CUMULATIVE LIABILITY TO YOU, OR ANYONE ELSE IN THIS REGARD, EXCEED INDIAN RUPEES ONE THOUSAND ONLY.

10. Indemnification.

- a) You agree to defend, indemnify, and hold ABPL, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Website and Content; (ii) your violation of these TOU; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that one of your Content caused damage to a third party, including without limitation claims that your Content are infringing.

11. Third Party Links.

- a) The Website may provide links to third party websites or resources from the Website. You acknowledge and agree that ABPL is not responsible or liable for the availability or accuracy of, and ABPL does not endorse, such websites or resources or the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

12. Feedback and Independent Development.

- a) Your feedback is welcome and encouraged. You may submit feedback by emailing us at info@weddingkaportal.com or via other portions of our website. You agree, however, that: if you elect to provide suggestions, ideas, proposals, concepts or other feedback to us (whether written, verbal or in any other format or manner) in connection with these TOU or use of our Website (“**Feedback**”), you acknowledge and agree that we have no obligation (whether of confidentiality, compensation or otherwise) with respect to such Feedback and we will be free to use and exploit the same in any manner without restriction of any kind. You acknowledge and agree that all Feedback will be the sole and exclusive property of ABPL. You hereby irrevocably transfer and assign to ABPL and agree to irrevocably transfer and assign to ABPL all of your right, title, and interest in and to all Feedback, including all Intellectual Property Rights therein. At ABPL’s request and expense, you will execute documents and take such further acts as ABPL may reasonably request to assist ABPL to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback. Further, you acknowledge and agree that ABPL is engaged in creating and developing its own programs, plans and projects so it is possible that we are already independently developing products services, plans and projects that are quite similar and/or competitive with your Feedback (including the concepts contemplated by or embodied therein). Nothing in these TOU will be construed as a representation or agreement that we will not develop or have developed, distribute, market or promote applications, services, products, concepts, systems or techniques that are similar to and/or compete with the applications, services, products, concepts, systems or techniques contemplated by or embodied in any Feedback or compensate you or provide you with any input or response with regard to your Feedback.
- b) We may provide services in connection with the Website, including email notifications, Content downloading and information publication.
- c) By inputting any information on the Website, you are also consenting to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. General.

- a) No Assignment. You will not assign these TOU or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of ABPL. Any purported assignment or delegation by you without the appropriate prior written consent of ABPL will be null and void. ABPL may assign these TOU or any rights hereunder without your consent.
- b) Relationship of the Parties. For purposes of these TOU, including if you become a Member and create an account, you are not an employee or agent of ABPL, and you will not represent that you are any of the foregoing. Each party will be independent and act independently and not as a contractor, partner, joint venturer, agent, employee or employer of the other and will not bind or attempt

to bind the other to any contract. Each party will be solely responsible for their own costs and expenses incurred in the performance of their obligations under these TOU, including without limitation any expenses associated with the implementation of these TOU.

- c) Severability and Waiver. In the event that any provision in these TOU is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of ABPL to enforce any right or provision of these TOU will not be deemed a waiver of such right or provision.
- d) Force Majeure. ABPL will not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labour conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by major telecommunications providers and unrelated to ABPL infrastructure or connectivity to the Internet, or failure at ABPL co-location facility, (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, ABPL will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues.
- e) Governing Law. These TOU and the relationship between you and ABPL will be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and ABPL agree to submit to the personal and exclusive jurisdiction of the courts located in Mumbai, India.
- f) Entire Agreement. These TOU are the entire and exclusive agreement between ABPL and you regarding the Website and Content, and supersede and replace any prior agreements between ABPL and you regarding the Website.
- g) Agreement. These TOU are in addition to the Wedding Ka Portal Seller Agreement, the Wedding Ka Portal Content License Agreement and the Wedding Ka Portal Privacy Statement and the policies, guidelines and restrictions contained on the Website (which are all incorporated by this reference into these TOU).
- h) Notice. Any notice or other communication to be given hereunder will be in writing and given (a) by ABPL via email (in each case to the address that you provide), (b) a posting on our website or (c) by you via email to info@weddingkaportal.com or to such other addresses as ABPL may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.
- i) Questions. If you have questions about these TOU or would like to request a copy of these TOU or any other records relating to these TOU of your use of the Website, please contact ABPL at info@weddingkaportal.com or by sending a written request to April Broadcast Pvt Ltd., 236-237 Mastermind 1, Royal Palms, Aarey Colony, Goregaon East, Mumbai 400065, India.