

WEBSITE TERMS

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.optimists.in website and its application for mobile and handheld devices.

I. GENERAL

- 1.** These Terms set out the legally binding terms for your use of the www.optimists.in website ("Site") and your legal rights and remedies. You are referred to as a ("You", "Yours", "User") in these Terms and conditions ("Terms and Conditions", "Agreement", "T&C") . We recommend that you print a copy of this for future reference. We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes made, as they are binding on you.
- 2.** The App is owned and operated by Optimists.in, a company duly incorporated under the provisions of the Companies Act, 2013. Having its registered office at Flat 3C, Door NO23/A.MANDIRA APARTMENTS NORTHBOAG ROAD, T NAGAR, CHENNAI, CHENNAI-600017, TAMIL NADU You may contact us there by using this email address: hello@optimists.in.
- 3.** Other terms and conditions may apply to any specific services or subscriber memberships that We offer and which you may join or participate in.
- 4.** These Terms together with Our Privacy Statement here which forms a part of these Terms and governs our use of personal data, form a legal contract between the User and Us and apply between you and Us in relation to any use which you make of the Site.
- 5.** Any accessing or browsing of the and using the Services indicates your agreement to all the terms and conditions in this Agreement. If you disagree with any part of the Terms and Conditions, then you may discontinue access or use of the App/ Website.

II. ELIGIBILITY

When you use the App, you represent that you meet the following primary eligibility criteria:

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. Only individuals who are 18 years of age or older may use the Platform and avail Services. If you are under 18 years of age and you wish to download, install, access or use the Platform, your parents or legal guardian must acknowledge and agree to the Terms of Use and Privacy Policy. Should your parents or legal guardian fail to agree or acknowledge the Terms of Use and Optimists policies, you shall immediately discontinue its use. Optimists reserves the right to terminate your Membership and / or deny access to the platform if it is brought to Optimists's notice that you are under the age of 18 years.

III. AMENDMENTS

These Terms of Use are subject to modifications. We reserve the right to modify or change these Terms of Use and other Optimists policies at any time by posting modified documents on the Platform and notifying you of the same for your perusal. You shall be liable to update yourself of such changes, if any, by accessing the same. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other Optimists policies and note the changes made on the Platform. Your continued usage of the Services after any change is posted constitutes your acceptance of the amended Terms of Use and other Optimists policies. As long as you comply with these Terms of Use, Optimists grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and Optimists policies (including but not limited to Cancellation & Refund Policy, Privacy Policy and Notice and Take Down Policy) as may be posted on the Platform from time to time.

IV. USE OF THE WEBSITE AND APPS (ANDROID AND IOS)

You agree, undertake and confirm that the following binding principles shall strictly govern your use of Platform:

1. Our Site is made available free of charge. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted temporarily.
2. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which: belongs to another person and which you do not have any right to; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; is misleading or misrepresentative in any way; is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person;
3. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
4. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous.
5. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity.
6. promotes an illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

7. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
8. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
9. contains video, photographs, or images of another person (with a minor or an adult);
10. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
11. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of products related to the Platform. Throughout these Terms of Use, Optimists's prior written consent means a communication coming from Optimists's Legal Department, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization;
12. solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
13. interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;
14. refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
15. harm minors in any way;
16. infringes any patent, trademark, copyright or other intellectual property rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
17. violates any law for the time being in force;
18. deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person;
19. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
20. 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 criminal offence or prevents investigation of any offence or is insulting any other nation; is false, inaccurate or misleading;
21. creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.
22. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any

means not purposely made available through the Platform. We reserve our right to prohibit any such activity.

23. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
24. You shall not probe, scan or test the Platform's vulnerability or any network connected to the Platform or breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
25. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the name 'Optimists', or otherwise engage in any conduct or action that might tarnish the image or reputation, of Optimists or Merchant on platform or otherwise tarnish or dilute any Optimists's trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Optimists's systems or networks, or any systems or networks connected to Optimists.
26. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
27. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
28. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Optimists and/or others.
29. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
30. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have

in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with these Terms of Use and Privacy Policy applicable to use of the Platform.

31. You shall not engage in advertising to, or solicitation of, other Platform users to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
32. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about you due to your use of the Platform. The recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.
33. Optimists shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.
34. We at Our sole discretion may suspend or cancel your account, restrict your access to the Site, or commence legal proceedings against you in response to inappropriate content of any kind.
35. Other than as We may enable you to share the Site or any services We provide via the Site through social media feeds or otherwise express a “like” in respect of any of them, you may not: (i) republish in any way any web-pages, code, images or other items or materials from the Site (including republication on another website); (ii) sell, rent or otherwise sub-license any web-pages, code, images or other items or materials from the Site; (iii) reproduce, duplicate, copy or otherwise exploit any web-pages, code, images or other items or materials from the Site for a commercial purpose; or (iv) edit or otherwise modify any web-pages, code, images or other items or materials from the Site, unless authorised by Us in writing. We may terminate this licence at any time without notifying you and without any liability for such termination.

V. **LINKING**

We may enable you to share the Site and any services We make available (or any part of them) via social media feeds, or otherwise express a “like” in respect of any of them; accordingly, this clause applies, subject to any such facilities;

1. It is also possible for others to obtain personal information about you due to your use of the Platform. The recipient may use such information to harass or injure you.
2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link to Our Site in any website that you do not own. Our Site must not be framed on any other website, nor may you create a link to any part of Our Site other than the home page.
3. We reserve the right to withdraw linking permission without notice.
4. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.
5. If you wish to make any use of content on our Website other than that set out above, please contact hello@optimists.in.
6. We are not responsible or liable to any third party for the content or or accuracy of any content posted to the site.

VI. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, OPTIMISTS and/or its “Licensors/Suppliers” own all the intellectual property rights in the Site and any services We provide and in all items and materials comprised in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. (“Licensors/Suppliers” means any and all third parties that make available to OPTIMISTS (pursuant to a licence or otherwise) their proprietary photos, videos, audios, comments, writings, names, likenesses, voices, performances, biographical materials, computer-generated images/artwork, liner notes, and other graphical or textual materials in any media format, products or services for use, deployment, display, performance and/or distribution via the Site; and further includes any third parties that place, display or distribute advertising, promotional or sponsorship materials on the Site or via any of Our services).

VII. LIMITATION OF LIABILITY

1. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under Indian law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on it or any services We enable, whether express or implied.
2. We will not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Site; or (ii) use of or reliance on any content displayed on the Site.
3. We only provide the Site and any services We enable for domestic and private use. You agree not to use the Site and any services We enable for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site and any services We enable or to your downloading of any content on it, or on any website linked to it.
5. We assume no responsibility for the content of websites linked on the Site and any services We enable. Such links should not be interpreted as endorsement by

Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

VIII. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Statement constitute the entire agreement between you and us in relation to your use of our Site, the Customer Terms and Privacy Statement constitute the entire agreement between you and us in relation to your use of our Services from the Site.

IX. SEVERABILITY

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

X. NON-ASSIGNMENT

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at Chennai, India.