

iCafe Manager TERMS OF USE

Please review and accept our Terms of Use shown below if you wish to use the iCafe Manager Platform.

PLEASE READ THESE TERMS OF USE VERY CAREFULLY BEFORE INSTALLING THE iCafe Manager SOFTWARE PROGRAM INTERFACE FOR CLIENT COMPUTERS AND / OR FOR SERVER/ADMINISTRATORCOMPUTERS. INSTALLATION OF THE iCafe Manager SOFTWARE PROGRAM INTERFACE FOR CLIENT COMPUTERS AND / OR FOR SERVER/ADMINISTRATORCOMPUTERS INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT INSTALL OR USE THE iCafe Manager SOFTWARE PROGRAM INTERFACE FOR CLIENT COMPUTERS OR FOR SERVER/ADMINISTRATORCOMPUTERS.

- 1. Introduction.** This agreement ("**Agreement**") between You and Ideacts Innovations Private Limited ("**Ideacts**") consists of these iCafe Manager Software Program (the "**Program**") Standard Terms of Use ("**Terms of Use**"). "**You**" or "**Distributor**" means any entity identified in any acceptance form submitted (whether physically or electronically) by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement. This Agreement further sets out the Terms of Use relating to Your use of Ideacts' proprietary software "iCafe Manager" and other related processes and technology (collectively, the "**iCafe Manager Platform**").
- 2. Representations and Warranties.** By utilizing the Program, You represent and warrant to Ideacts that You are either: (a) an individual who are at least 18 years of age; OR (b) a company incorporated under the Companies Act, 1956, validly existing under all applicable laws; OR (c) a partnership duly formed under the Indian Partnership Act, 1932, AND validly existing under all applicable laws. You further represent and warrant to Ideacts that: (a) that You have the power, authority and legal right to execute, deliver and perform this Agreement; and (b) that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on Your part; and (c) that the execution and delivery of this Agreement by You does not, and the performance of this Agreement will not conflict with, or result in any violation or breach of or default (with or without notice or lapse of time, or both) under any provision of (i) any material contract (ii) any law or order applicable to You; and (d) that all of the information provided by You to Ideacts to use the Program is correct and current; and (e) You are the owner of each Property or You are legally authorized to act on behalf of the owner of such Property(ies) for the purposes of this Agreement and the Program; and (f) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (g) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations in Your performance of any acts hereunder. You further represent and warrant that each Property and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract laws.
- 3. No Warranty.** Ideacts makes no warranty, express or implied, including without limitation with respect to the iCafe Manager Platform, the Program, advertising, links, and other services, and expressly disclaims the warranties or conditions of non-infringement, merchantability, and fitness for any particular purpose. To the extent Ads and Links are based on or displayed in connection with non-Ideacts content, Ideacts shall not have any liability in connection with the display of such ads and links, or in connection with the iCafe Manager Platform.
- 4. No Liability.** You understand that the iCafe Manager Platform is merely a tool that may be used by you as an additional means of helping you to manage the meeting your statutory and legal obligations in managing your networks and computers, and does not exculpate or exonerate or otherwise relieve or release you from your obligations to meet these statutory and legal obligations. Ideacts does not in any way warrant or represent that the iCafe Manager Platform takes over any one or more of these obligations. Furthermore, Ideacts does not in any way warrant or represent that the usage of the iCafe Manager Platform is sufficient for meeting these obligations. Ideacts shall take no liability for your failure to meet these obligations independently. The sole responsibility for meeting all the statutory and legal obligations rests with you. You shall be responsible for making all backups of customers and usage data as may be required under the law, and no failure of the iCafe Manager Platform or Ideacts shall transfer any of this responsibility to Ideacts.
- 5. Program Participation.** Your use of the iCafe Manager Platform is generally subject to Ideacts' prior approval (which requirement may be waived by Ideacts at its sole discretion), and is always subject to termination without prior notice by Ideacts at any time, for reasons that include fraud, negligence and default on Your part. You agree that Ideacts may through the iCafe Manager Platform serve, display and project (a) third party and/or Ideacts provided advertisements and/or other content (such third party provided advertisements, Ideacts provided advertisements and other content, collectively, "**Ads**"), (b) related Ideacts queries and/or Ad search box(es) (collectively, "**Links**"), each in connection with the personal computers, servers, laptops, system and application software, and peripherals owned by You that You designate and / or such other properties expressly authorized in writing by Ideacts (collectively "**Properties**"). Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Ideacts. In some circumstances expressly authorized in writing by Ideacts,

6. **Implementation and Operation of Ads.** You shall install and run the iCafe Manager Platform on each and every one of the Properties utilised for internet access at your Premises. You shall not allow any access to your networks from any machines or Properties that do not run the iCafe Manager Platform. You agree to comply with any other specifications provided by Ideacts from time to time to enable proper delivery, display, tracking, and reporting of Ads, Links, and Ideacts Brand Features (as defined below) in connection with Your Property(ies), including without limitation by not modifying any compiled code or any other provided files or other Programming provided to You by Ideacts in any way, unless expressly authorized in writing by Ideacts .
7. **Permitted License Uses and Restrictions.** You may make one copy of the iCafe Manager Platform in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Except as and only to the extent expressly permitted in this license agreement or by applicable law, You may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the iCafe Manager Platform or any part thereof. You agree that you will not disseminate or otherwise transmit the iCafe Manager Software to any other third party in any form whatsoever.
8. **Consent to Use of Data.** You agree that Ideacts and its Affiliates may collect and use technical and related information, including but not limited to technical information about Your Properties (including but not limited to Your personal computers, servers, laptops, system and application software, and peripherals) that is gathered periodically to facilitate the Program or the iCafe Manager Platform, and/or to verify compliance with the terms of this Agreement.
9. **Communications Solely With Ideacts.** You agree to direct to Ideacts, and not to any advertiser, any communication regarding any Ad(s) or Link(s) displayed in connection with Your Property(ies).
10. **Exclusivity.** You agree to partner exclusively with Ideacts for any advertising activities and any other activities similar to the Program on the Properties, and inside any premises where the Properties are located.
11. **Parties' Responsibilities.** You are solely responsible for the Property(ies), including all content and materials, maintenance and operation thereof, the proper implementation of Ideacts' specifications, **and adherence to all applicable laws**, and to the terms of this Agreement, including compliance with any and all further instructions of Ideacts. Ideacts reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any use of a software application to access Ads or Links, or any engagement in any activity prohibited by this Agreement. Ideacts is not responsible for anything related to Your Property(ies), including without limitation the receipt of queries from end users of Your Property(ies) or the transmission of data between Your Property(ies) and Ideacts. In addition, Ideacts shall not be obligated to provide notice to You in the event that any Ad or Link is not being displayed properly to end users of the Property(ies).
12. **Prohibited Uses.** You shall not, and shall not authorize or encourage any third party to: (i) directly or indirectly generate queries, or impressions of or clicks on any Ad or Link through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software; (ii) edit, modify, filter, truncate or change the order of the information contained in any Ad or Link, or remove, obscure or minimize any Ad or Link in any way without authorization from Ideacts; (iii) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Ad ("**Advertiser Page**"); (iv) redirect an end user away from any Advertiser Page; provide a version of the Advertiser Page that is different from the page an end user would access by going directly to the Advertiser Page; intersperse any content between the Ad and the Advertiser Page; or otherwise provide anything other than a direct link from an Ad to an Advertiser Page; (v) display any Ad(s) or Link(s) on any Web page or any Web site that contains any pornographic, objectionable or illegal content; (vi) directly or indirectly access, launch, and/or activate Ads or Links through or from, or otherwise incorporate the Ads or Links in, any software application, Web site, or other means other than Your Property(ies), and then only to the extent expressly permitted by this Agreement; (vii) act in any way that violates any policies or instructions stipulated by Ideacts, as may be revised from time to time, or any other agreement between You and Ideacts; (viii) create a new account to use the Program after Ideacts has terminated this Agreement with You as a result of your breach of this Agreement; or (ix) engage in any action or practice that reflects poorly on Ideacts or otherwise disparages or devalues Ideacts' reputation or goodwill. You acknowledge that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that we may pursue any and all applicable legal and equitable remedies against You, including an immediate suspension of Your account or termination of this Agreement, and the pursuit of all available civil or criminal remedies.
13. **Limited Access.** You shall not allow any access to your networks from any machines or Properties that do not run the iCafe Manager Platform. You shall not allow any wireless access to your networks or other Properties without the prior written approval of Ideacts. You shall not allow any internet access to any machines at your locations that are not running the iCafe Manager Platform.

14. **Termination; Cancellation.** Subject to any third party agreements You may have with other Ideacts customers, You may stop displaying Ads or Links on any Property in the Program with or without cause at any time by removing the Ideacts Visual Basic script or similar Programming from Your Properties. You may terminate this Agreement with or without cause at any time by sending written notice of your desire to cancel Your participation in the Program to Ideacts. This Agreement will be deemed terminated within ten (10) business days of Ideacts' receipt of Your notice. Ideacts may investigate any activity that may violate this Agreement. Ideacts may at any time, in its sole discretion, terminate all or part of the Program, terminate this Agreement, or suspend or terminate the participation of any Property in all or part of the Program for any reason. In addition, Ideacts reserves the right to terminate without notice any account that has not generated a sufficient number of valid clicks on Ads or valid impressions of Ads (in each case as measured by Ideacts) for a period of two (2) months or more. The rights and obligations of the Parties under this Agreement (including but not limited to clauses related to indemnity, confidentiality and intellectual property clauses), which either expressly or by their nature survive the termination of this Agreement, shall not be extinguished by termination of this Agreement.
15. **Confidentiality.** You agree not to disclose Ideacts Confidential Information without Ideacts' prior written consent. "**Ideacts Confidential Information**" includes without limitation: (a) all Ideacts software, technology, Programming, specifications, materials, guidelines and documentation relating to the Program; (b) statistics relating to Property performance in the Program provided to You by Ideacts; and (c) any other information designated in writing by Ideacts as "**Confidential**" or an equivalent designation. However, You may accurately disclose the amount of Ideacts' gross payments to You pursuant to the Program. Ideacts Confidential Information does not include information that has become publicly known through no breach by You or Ideacts, or information that is lawfully required to be disclosed by law or by a governmental authority.
16. **Limitations of Liability; Force Majeure.** In no event shall Ideacts be liable under this Agreement for any consequential, special, indirect, exemplary, or punitive damages whether in contract, tort or otherwise, notwithstanding any failure of essential purpose of any limited remedy. Ideacts' aggregate liability to You under this Agreement for any claim is limited to the net amount paid by Ideacts to You for the one month period immediately preceding the date of the claim. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.
17. **Publicity.** You agree that Ideacts may use Your name and logo in presentations, marketing materials, customer lists, and financial reports. You may not use Ideacts' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("**Brand Features**"), without Ideacts' prior written consent.
18. **Your Obligation to Indemnify.** You agree to indemnify, defend and hold Ideacts, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "**Indemnified Person(s)**") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Property(ies), and/or Your breach of any term of this Agreement.
19. **Ideacts Rights.** You acknowledge that Ideacts owns all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to the iCafe Manager Platform and the Program (including but not limited to Ideacts' ad serving technology and Brand Features), and that You will not acquire any right, title, or interest in or to the iCafe Manager Platform and/or the Program whatsoever. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the iCafe Manager Platform or any other Ideacts services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto. You will not remove, obscure, or alter Ideacts' copyright notice, Brand Features, or other proprietary rights notices affixed to or contained within the iCafe Manager Platform and/or any other Ideacts services, software, or documentation (including without limitation the display of Ideacts' Brand Features with Ads, or Links, as applicable). "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.
20. **PRIVACY AND Information Rights.** Ideacts may retain and use all information You provide, including but not limited to Property demographics and contact and billing information. You agree that Ideacts may transfer and disclose to third parties personally identifiable information about You for the purpose of approving and enabling Your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. Ideacts may also provide information in response to valid legal process, or to establish or exercise its legal rights or defend against legal claims. Ideacts disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party. In addition, You grant Ideacts the

right to access the Property(ies), or any portion thereof. Through the iCafe Manager Platform, **Ideacts may also gain and retain access to your customer data, including personal data, which it may freely disclose to regulatory and governmental bodies.**

21. Miscellaneous.

- a. **Reservation of Rights.** No forbearance, indulgence or relaxation or inaction by Ideacts at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of Ideacts to require performance of that provision, and any waiver or acquiescence by Ideacts of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.
- b. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- c. **Amendments.** No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties. Provided that Ideacts may amend the Terms of Use relating to this Agreement by written communication to You (including by electronic mail).
- d. **No Assignment.** This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties. Notwithstanding the above, Ideacts shall be entitled to assign in full all its rights and obligations hereunder to its Affiliates, without Your consent.
- e. **Entire Agreement.** This Agreement constitutes the entire agreement amongst us with respect to the subject matter herein and supersedes and cancels any and all prior oral or written agreements, and all representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this Agreement that have been made prior to the date of this Agreement.
- f. **Relationship.** None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.
- g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration as set out below, the courts at Bangalore shall have jurisdiction.
- h. **Dispute Resolution.** Any and all Claims, disputes, questions or controversies arising out of or in connection with this Agreement, or the execution, interpretation, validity, performance, breach or termination hereof (collectively, "Disputes") which cannot be finally resolved by us within 60 (sixty) calendar days of the arising of a Dispute by amicable negotiation and conciliation shall be resolved by final and binding arbitration held in Bangalore in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act"). Each of us shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall together select and appoint the third arbitrator. In connection with the arbitration proceedings, the Disputing Sides hereby agree to cooperate in good faith with each other and the arbitral tribunal and to use their respective best efforts to respond promptly to any reasonable discovery demand made by such party and the arbitral tribunal. All arbitration proceedings shall be conducted in the English language and the arbitral award (the "Award") shall be rendered no later than 6 (six) months from the commencement of the arbitration or as otherwise provided by the Arbitration Act, unless otherwise extended by the arbitral tribunal for no more than an additional 6 (six) months for reasons that are just and equitable. Except as otherwise required by Law, the arbitration proceedings and the Award shall not be made public without the joint consent of the Disputing Sides and they shall maintain the confidentiality of such proceedings and the Award. The cost of the arbitration shall be borne by the Disputing Sides in accordance with the applicable provisions stipulated in the Arbitration Act. Unless the Award provides for non-monetary remedies, any such Award shall be made and shall be promptly payable in Indian Rupees or other applicable currency net of any tax or other deduction. The Award shall include interest from the date of any breach or other violation of this Agreement and the rate of such interest shall be specified by the arbitral tribunal and shall be calculated from the date of any such breach or other violation to the date when the Award is paid in full.

Each of the Parties expressly understands and agrees that the Award shall be the final and binding remedy between them regarding any and all Disputes presented to the arbitral tribunal.

- i. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, one or more of which may be in electronic form or physical form, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. At any time Ideacts so requires, You shall execute all such documents and do such acts and things necessary under applicable law for the purpose giving to Ideacts the full benefit of this Agreement.
- j. **Further assurances.** At any time, You shall execute all such documents and do such acts and things necessary under applicable law for the purpose of vesting in Ideacts the full benefit of this Agreement, including signing and stamping any physical versions of this Agreement.

Yes, I have read and accept the above Terms of Use.

(You represent that you are authorized to act on behalf of, and bind to this Agreement, the owner of this account.)

If you choose not to accept these Terms of Use, you will not be able to use / continue using iCafe Manager. Please close this window and cease any further activities on this website and related matter/software.