

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 / ADMINISTRATOR COMPUTERS. INSTALLATION OF THE iCafe Manager SOFTWARE PROGRAM INTERFACE FOR CLIENT COMPUTERS AND / OR FOR SERVER / ADMINISTRATOR COMPUTERS 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 / ADMINISTRATOR COMPUTERS.

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. General Conditions.

- a. By utilizing the Program, You represent and warrant to Ideacts that You are either:
 1. an individual who are at least 18 years of age; OR
 2. a company incorporated under the Companies Act, 1956, validly existing under all applicable laws; OR
 3. a partnership duly formed under the Indian Partnership Act, 1932, AND validly existing under all applicable laws.
- b. You further represent and warrant to Ideacts that:
 1. You have the power, authority and legal right to execute, deliver and perform this Agreement; AND
 2. the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on Your part; AND
 3. 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:
 4. any material contract
 5. any law or order applicable to You; AND
 6. that all of the information provided by You to Ideacts to use the Program is correct and current; AND
 7. 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
 8. You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; AND
 9. You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations in Your performance of any acts hereunder.

c. You further represent and warrant that each Property and any material displayed therein:

1. comply with all applicable laws, statutes, ordinances, and regulations;
2. 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. **General prohibitions and conditions.** Without prejudice to the generality of the foregoing:

- You will not send or otherwise post unauthorized / unsolicited commercial communications to others (spam).
- You will not collect other users' information.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not use this computer for any purposes that are hateful, threatening, pornographic, or otherwise criminal.
- You will not use this computer to do anything unlawful, misleading, malicious, or discriminatory.
- You will not provide any false personal information during registration, or create an account for anyone other than yourself without permission.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account to anyone.
- You may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of this software Platform or any part thereof.
- You will not disseminate or otherwise transmit this software to any other third party in any form whatsoever.
- You are also not permitted to host, display, upload, modify, publish, transmit, update or share any information that —
 - belongs to another person and to which the User does not have any right to;

- o is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially , ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- o harm minors in any way;
- o infringes any patent, trademark, copyright or other proprietary rights;
- o violates any law for the time being in force;
- o deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- o impersonate another person;
- o contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- o threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

6. PRIVACY AND USE OF DATA. You agree that Ideacts and its Affiliates may collect and use your personal data collected during the registration process and during your use of this computer, and other technical and related information. 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.** In addition:

- a. It is not compulsory for any User to provide any information to Ideacts, even if Ideacts specifically solicits such information, whether on this Website or otherwise. Furthermore, every User has the option at any time, whether while availing the Services or otherwise, to withdraw any consent given by such User to Ideacts in respect of Ideacts' use, storage, disclosure or transmission of such information. Such withdrawal of the consent must be sent in writing to Ideacts. In every case of a User not providing or later on withdrawing his or her consent, Ideacts shall have the option not to provide any Services for which the said information was sought by Ideacts.
- b. Ideacts has implemented Indian industry standard security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss.
- c. Ideacts addresses any discrepancies and grievances of all Users with respect to processing of information in a time bound manner. For this purpose, Ideacts has designated Mr. **Mr. Rudrajeet Desai** as the Grievance Officer, who will redress the grievances of the Users expeditiously but within one month's from the date of receipt of grievance, and who can be reached by sending an email to UserGrievances@ideacts.com.
- d. Ideacts allows every User to challenge the data that Ideacts holds about such User and every User may have the data erased, rectified, amended, or completed, per their wishes.
- e. Upon request, which any visitor can indicate by sending an email to UserGrievances@ideacts.com, Ideacts will provide every User with a readable copy of the personal data which it keeps about such User, although Ideacts may before require proof of identity prior to such provision. Ideacts provides such information without any charge.

7. **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 accessible by other users after clicking on any part of an Ad ("**Advertiser Page**"); (iv) 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. 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, and the pursuit of all available civil or criminal remedies.
8. **Statutory remedies:**
- a. Ideacts, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention. Ideacts shall be entitled to preserve such information and associated records for at least ninety days for production to governmental authorities for investigation purposes.
 - b. In case of non-compliance with any applicable, laws, rules or regulations, or these terms (including the privacy policy) by a User, Ideacts has the right to immediately terminate the access or usage rights of the User to the Program and the iCafe Manager Platform and to remove noncompliant information.
9. **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 sum of Rs. 500 (Rupees five hundred only). 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.
10. **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.
11. **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.
12. **Miscellaneous.**
- o **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.

- o **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.
- o **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.
- o **Open Source.** The iCafe Manager Platform includes components covered by open source licenses, as set forth below ("**Open Source Components**"). You must abide by all the terms and conditions of such open source licenses. To the extent the terms of the licenses applicable to a specific Open Source Component prohibit any of the restrictions in this Agreement with respect to such specific Open Source Component, such restrictions will not apply with respect to such specific Open Source Component.

Software	License	URL of License
OpenSSL	Apache-style license	http://www.openssl.org/source/license.html
Zlib		http://www.zlib.net/zlib_license.html
Plink	MIT License	http://www.chiark.greenend.org.uk/~sgtatham/putty/license.html
Mozilla NSS	GPL	http://www.mozilla.org/projects/security/pki/src/download.html
Regex Library		http://www.regexlab.com/en/deelx/download.htm
CyoEncode	BSD License	http://www.cyotec.com/2009/09/cyoencode.html

- o **Cascading Restrictions.** The following restrictions are also applicable to you:
 - Except as set forth expressly herein, you shall not copy, adapt or modify the iCafe Manager Platform (or any part thereof), develop or distribute the iCafe Manager Platform (or any part thereof) or any other works derivative thereof, or use any variation of the iCafe Manager Platform (or any part thereof). You shall not, and shall not permit any third party to, disassemble, reverse engineer, attempt to find the underlying code of, or decompile the iCafe Manager Platform (or any part thereof), or cause the iCafe Manager Platform (or any part thereof) to be subject to the terms of any open source software license. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, you shall inform Ideacts Innovations Private Limited in writing in each instance prior to engaging in the activities set forth above.
 - You shall not have any ownership interest, license or other rights in the iCafe Manager Platform (or any part thereof) or any intellectual property rights therein, whether by license, implication, estoppel or otherwise.
 - You shall retain and shall not alter or obscure any notices, markings or other insignia affixed to the iCafe Manager Platform (or any part thereof), related documentation provided by the author of the iCafe Manager Platform (or any part thereof) at the time of delivery of the same.
 - THE ICAFE MANAGER PLATFORM IS PROVIDED "AS-IS". THE AUTHOR OF THE ICAFE MANAGER PLATFORM EXPRESSLY DISCLAIMS ANY WARRANTIES (INCLUDING WITH REGARD TO THE PERFORMANCE OF THE ICAFE MANAGER PLATFORM) AND WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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

If you choose not to accept these Terms of Use, you will not be able to use / continue using this computer.