

TERMS OF SERVICES AND CONDITIONS

1. GENERAL

a) 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 electronic record is generated by a computer system and does not require any physical or digital signatures. 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 the Website 'adostrophe.com' (hereinafter referred to as the "**Website**") which is owned and operated by Adostrophe Digital Marketing Private Limited (hereinafter referred to as the "**Company**"), having its registered office at 11/12, R C Church Road, Kotagiri - 643217. The Nilgiris, Tamil Nadu, India and its primary place of business at Regus E1 Beech Building, Manyata Embassy Business Park, ORR, Bangalore – 560045.

b) where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.

c) For the purpose of these Terms of Use ("**Terms**"), wherever the context so requires,

i) The term '**You**' & '**User**', shall mean any legal person or entity accessing or using the services provided on this Website, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872.

ii) The terms '**We**', '**Us**', '**Our**' shall mean the Website and/or the Company, as the context so requires.

iii) The term '**Services**' shall mean the business of being a Website that provides Users with options to purchase Insta360 cameras and accessories at wholesale prices and aims to inform and educate the public on creative ideas to use the cameras and potentially earn money.

iv) The terms '**Party**' & '**Parties**' shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.

d) The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

e) The use of this Website by the User is solely governed by these Terms as well as the Privacy Policy and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. If You continue to access and use this Website, You are agreeing to comply with and be bound by the following terms and conditions of use and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Policy is co-terminus, and that expiry/termination of either one will lead to the termination of the other.

f) The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting the any part of the Website constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.

g) The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the Website following such a change, the User will be deemed to have consented to any and all amendments/modifications made to the Terms. In so far as the User complies with these Terms, it is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Website. If the User does not adhere to the changes, You must stop using the Services at once. Your continuous use of the Services will signify your acceptance of the changed terms.

2. REGISTRATION

To fully avail the use of the Services, a one-time User registration is an optional requirement. You may access the Services by providing the following information which shall include but not be limited to name, contact details and details for product delivery. Users shall not be required to register and can transfer the cost of the product to the Website to make the purchase.

Registration for this Website is only for those of 18 years of age or over, barring those “Incompetent to Contract” which *inter alia* include minors and insolvents. The Company reserves the right to terminate Your account on knowledge of You being incompetent to contract and having registered on the Website or availing any of its Services.

Further, at any time during Your use of this Website, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your Username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or We have reason to believe You have done so, We hold the right to permanently suspend Your account. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account.

3. SERVICE OVERVIEW

Adostrophe started off as a Google partner agency that helps global businesses advertise online. Currently as the only Insta360 authorised distributor in India, 360 degree cameras are sold to professionals and consumers, along with personalised support. Panoramic content and VR is applicable in many verticals including education, medicine, fitness, agriculture, sports and recreation. Enabling the masses to capture and upload 360 media, economically empowers businesses of all sizes. One of the examples is uploading a 360 degree photo to Google Street View app, which also showcases the store or place to the public. Adostrophe also continues to manage ad campaigns for non-profits and NGOs through Google Ad Grants. This is based on the 15 years’ experience in managing ad campaigns for premier US accounts.

After sale of products, We offer technical support in Indian languages. We also facilitate servicing requirements (shipping to the Chinese manufacturer and back to the customer in India). Our advertising services are free for registered non-profits.

4. ELIGIBILITY

The User represents and warrants that they are competent and eligible to enter into legally binding agreements and that they have the requisite authority to bind themselves to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872 and the laws of their own jurisdictions. The User may not use the Website if they are not competent to contract under the Indian Contract Act, 1872, or are disqualified from doing so by any other applicable law, rule or regulation currently in force in their jurisdictions or in India.

5. CONTENT

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork displayed on the Website (collectively, "Content"), is generated/provided by the Website and We have control and make guarantees regarding the quality, the accuracy, integrity or genuineness of such Content.

The Company is solely responsible for the integrity, authenticity, quality and genuineness of the details that are displayed on the Website but the Website and Company bear no liability whatsoever for any incorrect information fed by any User to the Website. The Website also bears no responsibility for any minor variation between the images that are shared by the User and the actual appearance of the products, once delivered to the User. Users are encouraged to read the product descriptions and use their own discretion before availing of the Services and purchasing any products from the Website. Users are also encouraged to note that all advice and information provided by the Website on the blog is for general information purposes only and not intended to be of an authoritative nature. Users shall use their own discretion before deciding to act on advice that is posted on the blog or the Website.

The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the content on the Website. Users shall not copy, adapt, and modify any content without written permission of the Company.

6. TERM

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until the User continues to access and use the Website.

A User may terminate their use of the Website at any time. The Company may terminate these Terms and close a User account at any time without notice and/or suspend or terminate a User's access to the Website at any time and for any reason, in its sole discretion. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.

It is also hereby declared that the Company may discontinue the Website without any prior notice.

7. TERMINATION

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Services, or any portion thereof, at any time, without notice and cause. The Website also reserves the universal right to deny access to particular Users, to any/all of its Services without prior notice/explanation in order to protect the interests of the Website and/or other visitors to the Website. The Website reserves the right to limit, deny or create different access to the Website and its features with respect to different User(s), or to change any of the features or introduce new features without prior notice. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

8. COMMUNICATION

By using this Website, and providing his/her contact information to the Company through the Website, the User hereby agrees and consents to receiving calls, autodialed and/or pre-recorded message calls, e-mails, and SMSs from the Company and/or any of its affiliates or partners at any time, subject to the Policy. In the event that the User wishes to stop receiving any such marketing, special offers or promotional calls/email messages/text messages, the User may unsubscribe via email at [.]. The User agrees and acknowledges that it may take up to fifteen (15) business days for the Company to give effect to such a request by the User. The User expressly agrees that notwithstanding anything contained hereinabove, it may be contacted by the Company or any of its affiliates/partners relating to any service availed of by the User on the Website or anything pursuant thereto and the User agrees to indemnify the Company from any and all harassment claims. It is expressly agreed to by the Parties

that any information shared by the User with the Company shall be governed by the Policy.

9. CHARGES

The use of the Website is free but the products available on the Website shall be charged in accordance with prices that are mentioned in the individual descriptions of products. The User shall be responsible for payment of all applicable taxes, surcharges and delivery fees as may arise for successful purchase and delivery of the products and the Website reserves the right to alter the prices and non-statutory charges at any time. The mode of payment on the Website can be through third-party gateways and the Website shall not be liable for any discrepancies or failures of the respective gateways that are governed by the gateways' terms of service and privacy policies.

10. USER OBLIGATIONS

The User agrees and acknowledges that he/she is a restricted User of this Website, and that he/she:

- a) Agrees to provide genuine credentials during the process of registration/purchase in the Website. You shall not use a fictitious identity to register/purchase products. We are not liable if the User has provided incorrect information. Agrees to ensure the contact details provided during account Registration/purchase are valid at all times and shall keep your information accurate and up-to-date. The User can update their details anytime.
- b) Agrees that You are solely responsible for maintaining the confidentiality of your account password. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
- c) Understands and agrees that, to the fullest extent permissible by law, the Website/Company and their successors and assigns, or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from use of the Website or from this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.
- d) Is bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Website. Any such use/limited use of the Website will only be allowed with the prior express written permission of the Company. For the removal of doubt, it is clarified that

unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information contained on the Website is expressly prohibited.

e) Agrees not to access (or attempt to access) the Website and/or the materials or services by any means other than through the interface provided by the Website. The use of deep-link, 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 Website or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website will lead to suspension or termination of the User's access to the Website.

f) The User expressly agrees and acknowledges that the Website is created by the Company.

The User further undertakes not to:

- i. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
- ii. Engage in any activity that interferes with or disrupts access to the Website or the services provided therein (or the servers and networks which are connected to the Website);
- iii. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- iv. Use any products for any purpose other than for business consumption;
- v. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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 under any law, rule or regulation currently in force; 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;
- vi. Post or share any image/file/data with the Company that infringes the copyright, patent or trademark of another person or legal entity;

- vii. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website;
- viii. Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. The User may not reverse look-up, trace or seek to trace any information relating to any other User of, or visitor to, the Website, including any User account maintained on the Website not operated/managed by the User, or exploit the Website or information made available or offered by or through the Website, in any manner;
- ix. Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked platforms;
- x. Collect or store data about other Users of the Website.
- xi. Use the Website or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or any other third party (ies);
- xii. Violate any code of conduct or guideline which may be applicable for or to any particular service offered on the Website;
- xiii. Violate any applicable laws, rules or regulations currently in force within or outside India;
- xiv. Violate any portion of these Terms or the Policy, including but not limited to any applicable additional terms of the Website contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- xv. Threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public Order, or cause incitement to the commission of any cognizable offence, or prevent the investigation of any offence, or insult any other nation.
- xvi. Publish, post, or disseminate information that is false, inaccurate or misleading;
- xvii. Directly or indirectly offer, attempt to offer, trade, or attempt to trade, any item the dealing of which is prohibited or restricted in any manner under the

provisions of any applicable law, rule, regulation or guideline for the time being in force.

- xviii. Commit any act that causes the Company to lose (in whole or in part) the services of its Internet Establishment ("ISP") or in any manner disrupts the services of any other supplier/service provider of the Company;
- xix. Engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services not currently displayed on the Website. The User may not transmit any chain letters or unsolicited commercial or junk email/messages to other Users via the Website. It shall be a violation of these Terms to use any information obtained from the Website to harass, abuse, or harm another person, or to contact, advertise to, solicit, or sell to another User of the Website without the express prior written consent of the Company.

The User hereby expressly authorizes the Company/Website to disclose any and all information relating to the User in the possession of the Company/Website to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. The User further understands that the Company/Website might be directed to disclose any information (including the identity of persons providing information or materials on the Website) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

11. SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available to it, the Company may in its sole discretion limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Website, and/or refuse to usage of the Website to the User, without being required to provide the User with notice or cause:

- a) If the User is in breach any of these Terms or the Policy;
- b) If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c) If the User's actions may cause any harm, damage or loss to the other Users or to the Website/Company, at the sole discretion of the Company.

12. INDEMNITY

a. You agree to indemnify, defend and hold harmless the Company/Website, its independent service providers, third party Suppliers, and consultants, and their respective directors, officers, employees and agents (collectively, "Parties"), from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms of use. further, you agree to hold us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- i. Your use of the Website;
- ii. Your violation of these Terms and Conditions;
- iii. Your violation of any rights of another;
- iv. Your conduct in connection with the Website;
- v. Your internal disputes amongst other Users; or

b. You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

In no event shall the Company/Website be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company/ Website had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the User's use of or access to the Website and/or the services or materials contained therein.

13. LIMITATION OF LIABILITY

a. The Founder/ Associated people of the Website are not responsible for any consequences arising out of the following events:

- i. If the Website is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure.

- ii. if the User has fed incorrect figures or data or for any deletion of data
 - iii. if there is undue delay or inability to communicate through email
 - iv. if there is a failure in the functioning of any other service provided by the Website.
- b. The Website accepts no liability for any errors or omissions, whether on behalf of itself or third parties, or for any damage caused to the User, the User's belongings, or any third party, resulting from the use or misuse of the Website. The service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Website will not be liable to you for the unavailability or failure of the Website.
- c. Users may be held legally responsible for damages suffered by other Users, the Website or any third party as a result of legally actionable or defamatory comments, remarks, or other information or content posted to the Website.
- d. Users are to comply with all laws applicable to them or to their activities, and with all Policies, which are hereby incorporated into this Agreement by reference.
- e. The Website expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Website and which is incurred by you in connection with the Website, including loss of profits; and any loss or damage incurred by you as a result of your breach of these terms.
- f. To the fullest extent permitted by law, the Website shall not be liable to You or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Website.

14. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Website's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Website and other distinctive brand features of the Website are the property of the Company. Furthermore, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website.

The User may not use any of the intellectual property displayed on the Website in any manner that is likely to cause confusion among existing or prospective Users of the Website or third-parties, or that in any manner disparages or discredits the Company/Website, to be determined in the sole discretion of the Company.

The User is further aware that any reproduction or infringement of the intellectual property of the Company by the User will result in legal action being initiated against the User by the Company. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

15. DISCLAIMER

- a) The User agrees and undertakes that they are accessing the Website and transacting at his/her sole risk and are that it is using his/her best and prudent judgment before buying the Product listed on the Website.
- b) The User agrees that any kind of information, resources, recommendations obtained/availed from Website, whether written or oral, will not create any warranty and the Website disclaims all liabilities resulting from these.
- c) The Company/Website does not guarantee that the functioning of the Website will be uninterrupted or error-free, or that the Website or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Website.
- d) The Website and Company bear no liability whatsoever for any incorrect information fed by any User to the Website. The Website also bears no responsibility for any minor variation between the images that are shared by the User and the actual appearance of the products, once delivered to the User. Users are encouraged to read the product descriptions and use their own discretion before availing of the Services and purchasing any products from the Website.
- e) Users are encouraged to use their own discretion and carry out their own independent research before acting on the advice and content that is displayed on the blog of the Website. They are not intended to be of a diagnostic or authoritative nature and are for general information purposes only.
- f) The Website may avail services from third party entities to serve you better and these services will be provided on "as is" basis and the Website disclaims any liabilities resulting from these third party services. The Website will not be responsible for any internet delays

and damages caused by such problems and shall not be responsible for failure of any third-party payment gateways.

g) Users shall not be entitled to receive technical support and servicing over and above the specific services that may be provided in connection with specific products and accessories as may be mandated by the manufacturer.

h) It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

16. FORCE MAJEURE

Neither the Company nor the Website shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

17. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

- a) **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below;
- b) **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their

own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Bangalore.

The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India.

18. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User writing an email to [.]

19. MISCELLANEOUS PROVISIONS

- a) **Entire Agreement:** These Terms, read with the Policy form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto.
- b) **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c) **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- d) **Contact Us:** If you have any questions about this Agreement, the practices of the Website, you can e-mail us at [.]

PRIVACY POLICY

We, Adostrophe Digital Marketing Private Limited (hereinafter referred to as the “Company”) having registered office at 11/12, R C Church Road, Kotagiri - 643217. The Nilgiris, Tamil Nadu, India and primary place of business at Regus E1 Beech Building, Manyata Embassy Business Park, ORR, Bangalore - 560045, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns are the creator of this Privacy Policy, and We ensure our steady commitment to Your privacy, and to the protection of your invaluable information. This privacy policy contains information about an online website called ‘adostrophe.com’ (hereinafter referred to as the “**Website**”). In order to provide You with Our uninterrupted use of services, We may collect and, in some circumstances, disclose information about you. To ensure better protection of Your privacy, We provide this notice explaining Our information collection and disclosure policies, and the choices You make about the way Your information is collected and used.

ANY CAPITALIZED WORDS USED HENCEFORTH SHALL HAVE THE MEANING ACCORDED TO THEM UNDER THIS AGREEMENT. FURTHER, ALL HEADING USED HEREIN ARE ONLY FOR THE PURPOSE OF ARRANGING THE VARIOUS PROVISIONS OF THE AGREEMENT IN ANY MANNER. NEITHER THE USER NOR

THE CREATERS OF THIS PRIVACY POLICY MAY USE THE HEADING TO INTERPRET THE PROVISIONS CONTAINED WITHIN IT IN ANY MANNER.

1. DEFINITIONS

- i. The term **'You' & 'User'**, shall mean any legal person or entity accessing or using the services provided on this Website, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872.
- ii. The terms **'We'**, **'Us'**, **'Our'** shall mean the Website and/or the Company, as the context so requires.
- iii. The term **'Services'** shall mean the business of being a Website that provides Users with options to purchase Insta360 cameras and accessories at wholesale prices and aims to inform and educate the public on creative ideas to use the cameras and potentially earn money.
- iv. The terms **'Party' & 'Parties'** shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
- v. "Personal Information" shall mean and refer to any personally identifiable information that We may collect from You. For removal of any doubts, please refer to Clause 2.
- vi. "Third Parties" refer to any website, company or individual apart from the User and the creator of this Website.

2. INFORMATION COLLECTED

We are committed to respecting Your online privacy. We further recognize Your need for appropriate protection and management of any Personal Information You share with us.

Personal information shall include:

- a. Personal data such as, but not limited to, Name, Location, Password, Email ID, Mobile Number, etc.
- b. Tracking Information such as, but not limited to the IP address of your device and Device ID when connected to the Internet. [This information may include the URL that you just came from (whether this URL is on the Website or not), which URL you next go to (whether this URL is on the Website or not), your computer browser information, and other information associated with your interaction with the Site.]

This privacy policy also applies to data we collect from users who are not registered as members of this site, including, but not limited to, browsing behaviour, pages viewed etc. Where any service requested by you involves a third party, such information as is reasonably necessary by the Company to carry out your service request may be shared with such third party.

The Company will not use your financial information for any purpose other than to complete a transaction with you. To the extent possible, we provide you the option of not divulging any specific information that you wish for us not to collect, store or use. You may also choose not to use a particular service or feature on the Site, and opt out of any non-essential communications from the Website.

Further, transacting over the internet has inherent risks which can only be avoided by you following security practices yourself, such as not revealing account/login related information to any other person and informing our customer care team about any suspicious activity or where your account has/may have been compromised.

At every stage prior to, during or after information collection, you have the right to access all personally identifiable information provided, rectify or alter all personally identifiable information provided, restrict the level of information to be retained as per your sole discretion and object to the retention, use and potential disclosure of the personally identifiable information.

3. HOW INFORMATION IS COLLECTED

We will collect and use your personal information solely with the objective of fulfilling those purposes specified by us, within the scope of consent of the individual concerned or as required by law. We will only retain personal information as long as necessary for the fulfilment of those purposes. We will collect personal information by lawful and fair means and with the knowledge and consent of the individual concerned.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

4. EXTERNAL LINKS ON THE WEBSITE

The Website may include advertisements, hyperlinks to other websites, applications, content or resources. We have no control over any websites or resources, which are provided by

companies or persons other than Us. You acknowledge and agree that We are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, services/products or other materials on or available from such websites or resources. You acknowledge and agree that We are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. These external websites and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of Your Personal Information that You may be subject to.

We reiterate that we are not responsible for the contents of any externally linked website, and are not responsible for any services that they may provide. We recommend that you review the privacy policy and terms of use at the linked site so you know how your data will be collected and used on those sites. We may provide links only as a courtesy, but make no representation or warranty as to their operation.

We recommend that You enter the external Website and review their privacy policy.

5. CONFIDENTIALITY

Your information is regarded as confidential and therefore shall not be divulged to any third party, unless if legally required to do so to the appropriate authorities, or if necessary to ensure Users may fully avail of the services of the Website.

We shall not sell, share, or rent your personal information to any marketing agencies or any other such companies that indulge in unsolicited communications. Any communication by Us to You shall be undertaken in accordance with Our Terms of Service and Privacy Policy.

6. DISCLOSURE OF YOUR INFORMATION TO THIRD PARTIES

Due to the existing regulatory environment, We cannot ensure that all of your Personal Information shall never be disclosed in ways other than those described in this Privacy Policy. Although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personally identifiable information or private communications would always remain private.

- i. ***External Service Providers such as third-party payment gateways:*** There may be a number of services offered by external service providers that help You use our

Website, and there are third-party payment gateways which are mandatorily to be used if You wish to make purchases. If You choose to use these optional and/or mandatory services, and in the course of doing so, disclose information to the external service providers, and/ or grant them permission to collect information about You, then their use of Your information is governed by their privacy policy.

- ii. **Law and Order:** We cooperate with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can, and You so authorise Us, disclose Your Personal Information to law enforcement and other government officials as We, in Our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose Us/ Us or You to any legal liability.

Any information that you make publicly available on the site may be potentially viewed by any party, and by posting such material it is deemed that you consent to share such information with such parties.

7. ACCESSING, REVIEWING AND CHANGING YOUR PROFILE

Following registration, You can review and change the information You submitted at the stage of registration.

If you believe that any information, we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at [..]. We shall promptly correct any information found to be incorrect.

8. SECURITY

We treat data as an asset that must be protected against loss and unauthorised access. We employ many different security techniques to protect such data from unauthorised access. We follow generally accepted industry standards to protect the Personal Information submitted to Us and information that we have accessed. However, “perfect security” does not exist on the Internet. You therefore agree that any security breaches beyond the control of Our standard security procedures are at Your sole risk and discretion.

9. INDEMNITY

You agree and undertake to indemnify us in any suit or dispute by any Third Party arising out of disclosure of Personal Information by You to Third Parties either through Our Website or otherwise and Your use and access of Apps/Websites and resources of Third Parties. We assume no liability for any actions of Third Parties with regard to Your Personal Information, which You may have disclosed to such Third Parties.

10. SEVERABILITY

Each paragraph of this privacy policy shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this privacy policy.

11. AMENDMENT

Our Privacy Policy may change from time to time.

12. AUTOMATED DECISION MAKING

As a responsible company, we do not use automatic decision-making or profiling.

13. CONSENT WITHDRAWAL, DATA DOWNLOAD & DATA REMOVAL REQUESTS

To withdraw your consent, or to request the download or delete your data with us for any or all our products & services at any time, please email to [.] from your registered email address.

14. CONTACT US

If you have any questions or concerns regarding this privacy policy, you should contact us by sending an e-mail [.]

REFUND, REPLACEMENT AND CANCELLATION POLICY

Eligibility for Returns

Users are eligible to receive refunds if they contact the customer services team at [.] to return the product within 30 days from receipt of the product. We accept returns unequivocally, as we believe that our products are of top quality.

Return for products

- i. Users shall intimate customer care within 30 days from delivery else shall not be eligible for return
- ii. The Users shall be required to provide information including their order IS details, reason for return and the invoice.

- iii. We shall, through our delivery partner, collect the products from your delivery address within [.] business days from the date of receipt of request for return/refund.

Time for Refund

Every Refund shall be made directly into the bank account of the User from where the original payment took place, can be made in the same payment mode as that used by the User within 24-48 business hours from receipt of the returned products. The refund amount may take 3 business days to reflect in the User's account.

The Website reserves its right to assess every request for return/refund on its own merits, in accordance with its own discretion, and if the Website suspects any fraudulent transaction by any User, or any transaction violating the Terms of Service/Privacy Policy or any other policy of the Company, the Website shall be entitled to act in respect of such *mala fides*. The Website reserves its right to record details of Users engaging in fraudulent transactions or *mala fide* actions and cancel their orders, preventing them from using the Services.

SHIPPING POLICY

Shipping Methods

The Website offers delivery options for its products through its delivery partner, Blue Dart.

Delivery of products on the Website is free of charge. However, the Website reserves its right to alter the charges for the delivery options at any time, without prior intimation to the Users.

Shipment delivery estimates

Deliveries are carried out by Blue Dart via their priority air shipment when products are in stock and usually reach Users within 2 business days. If We are experiencing a high volume of orders, your order may take longer to be delivered. If Your order is expected to be delayed, one of our logistics and operations executives shall get in touch with You within [.] days from the date of confirmation of the order, to provide an accurate timeline for delivery of Your order.

Shipment Confirmation and Order Tracking

You will receive an email with a shipment confirmation once Your order has shipped. You will receive a 'Tracking Number' in the said email, and instructions regarding how to track Your order. Please note that all deliveries are carried out by Blue Dart, a third-party service provider, and the usage of the third-party website shall be governed by the Terms of Service and Privacy Policy of that website, over which the Company has no control. Users can track their shipment status at the Websites of the courier partners.