

## TERMS OF USE AND PRIVACY POLICY

### 1. DEFINITIONS

- 1.1. **“Act”** shall mean the Information Technology Act, 2000;
- 1.2. **“Applicable Law(s)”** means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives and orders as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question in India;
- 1.3. **“Affiliate”** shall mean any Person who directly or indirectly, controls, is controlled by, or is under the common control of the Company. The term “Control” is used in the sense of the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights by such other Person, by the Articles of Association, contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate.
- 1.4. **“Authority”** shall mean any union, national, state, local, or other governmental, statutory, administrative, judicial, regulatory or self-regulating authority, agency or instrumentality having jurisdiction over the relevant matter.
- 1.5. **“Clause”** refers to the clauses of this Terms of Use And Privacy Policy.
- 1.6. **“Policies”** shall mean and include this Terms of Use And Privacy Policy and any other policies of the Company as amended and provided on the Website or communicated to the Users in any other way from time to time.
- 1.7. **“Terms of Use”** means this terms of use between the User (defined hereinafter) and the Company (defined hereinafter), governing the User’s use of this Website (defined hereinafter).
- 1.8. **“User(s)”** shall mean a user of the Website.
- 1.9. **“Website”** shall mean <https://blunav.in/> any other associate website as may be notified from time to time, which merely informs Users of the Application.

### 2. GENERAL

- 2.1. This document is an electronic record in terms of the Act and the Applicable Laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 2.2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 (**“Rules”**) that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Website.
- 2.3. The owner of the Website is Blunav Technologies Private Limited (**“Company”** or **“Blunav”**), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at NO. 16/25, AMMANIVASAM GARDEN, THIRUKALUKUNDRAM, Kancheepuram,

KANCHEEPURAM, Tamil Nadu, India, 603109 (hereinafter referred to as the as “**We**”, “**Us**” or “**Our**”, which expression shall include its affiliates, representatives, successors-in-interest and permitted assigns).

- 2.4. The Company is engaged in the business of providing technology services and products including various web services, internet products, development and marketing of business management software, building software applications and technology applications for computers, mobile phones and other devices and related activities including development of software based products for use by individual and institutional users by various modes both in India and overseas.
- 2.5. For the purposes of this Terms of Use, ‘**User**’ and wherever the context may require, ‘**You**’ (or any variation thereof), shall mean any natural or legal person (including any legal heirs, administrators or successors) who has agreed to become a User of the Website by accessing or using the Website.
- 2.6. If You are accepting these Terms on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so.
- 2.7. By mere use of the Website, You agree to be subject to the applicable rules, guidelines, Policies, terms, and conditions and the same shall be deemed to be incorporated into this Terms of Use and be considered as part and parcel of this Terms of Use.
- 2.8. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE PROCEEDING. YOU DECLARE YOUR WILLINGNESS TO ABIDE AND BE BOUND BY THESE TERMS OF USE THROUGH YOUR USE OF THE WEBSITE. IF YOU DO NOT AGREE WITH THE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE. These Terms of Use will be effective immediately upon Your acceptance of Our terms and conditions, Your use of Our Website being indicative of such acceptance. These Terms of Use shall be enforceable, in the same manner as any other written agreement.
- 2.9. You agree that the Company may revise, modify, add, or remove portions of this Terms of Use from time to time by updating and uploading the same on the Website and You agree to abide by and be bound by such Terms of Use. Your continued use of the Website affirms Your consent to accept any new or revised Terms of Use. We encourage You to check the Website periodically to ensure that You are aware of the latest Terms of Use.
- 2.10. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Website.

### 3. **AMENDMENT**

- 3.1. The Company reserves the right to modify the Website and/or alter these Terms of Use and/or Policies (“**User Agreement**”) at any time.
- 3.2. You are advised that any amendment to the User Agreement incorporated herein by reference will only be notified on the Website on publicly accessible links and You agree by accessing, browsing or using the Website that such publication shall immediately constitute sufficient notice for all purposes against You. The revised version/ terms shall be effective from the time that the Company publishes the same on the Website.

- 3.3. The Company shall not be liable to give any prior notice to the Users for any amendments to the User Agreement, which in the opinion of the Company, has the effect of diminishing the User's existing rights or imposing additional obligations. You understand and hereby accept that the decision, whether any proposed amendments to the User Agreement have the effect of diminishing the User's existing rights or imposing additional obligations on the User, shall be decided by the Company in its sole discretion.

#### 4. **ELIGIBILITY**

- 4.1. In order to use the Website, You need to be 18 (eighteen) years of age or older. The Website may only be used or accessed by such persons who can enter into and perform legally binding contracts under Indian Contract Act, 1872.
- 4.2. The Company shall not be liable in case any false information is provided by the User or in case of any misrepresentation by the User, including with regards the User's age and the User and/or his natural or appointed guardian alone shall be liable for the consequences as per the Applicable Law.
- 4.3. The Company disclaims all liability arising out of such unauthorized use of the Website and any third-party liability arising out of Your use of the Website if You are a minor.

#### 5. **SECURITY**

- 5.1. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation:
- 5.1.1. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
  - 5.1.2. interfere with service to any user, host, or network.
- 5.2. You shall not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together "**Viruses**"). You must not attempt to gain unauthorized access to Our Website, the server on which the Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack. Further, You shall not interfere with or circumvent any security feature of the Website or any feature that restricts or enforces limitations on use of or access to the Website, such as probing or scanning the vulnerability of any system, network or breach.
- 5.3. By breaching the provisions of this Clause, You may be liable to be prosecuted under the Act and any other Applicable Law. We will report any such breach to the relevant law enforcement authorities and We will co-operate with such authorities by disclosing Your identity to them. In the event of such a breach, Your rights to use this Website will cease immediately.
- 5.4. We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to Your use of this Website or to Your downloading of any material posted on it, or on any Website linked to it.
- 5.5. You agree to immediately report to Us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

- 5.6. You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Website of other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as “spam” to other users, overloading, flooding or mail-bombing the Website, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the Website.
- 5.7. You are prohibited from reverse engineering, decompiling, reverse assembling, modifying or attempting to discover or copy any software, source code or structure that the Website utilize to generate web pages or any software or other products or processes accessible through the Website.

## 6. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant:

- 6.1. That You have the right, authority, and capacity to enter into this Terms of Use on Your own behalf and on behalf on any entity for whom You are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of Your participation violates provisions of the law to which You are subject, You will cease using the Website;
- 6.2. That You are at eligible and above the age of 18 (eighteen) years as per Applicable Laws;
- 6.3. That You shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
- 6.4. That You shall comply with the terms and conditions stipulated in this Terms of Use;
- 6.5. That all the representations made by You to Us including in accordance with these terms and conditions are true, correct and complete and that You will update Your Information with Blunav as needed so that it remains true, correct and complete;
- 6.6. That You will conduct yourself in a professional manner in all Your interactions with any other User, Blunav, their respective members, employees and officers and shall not defame, harass, intimidate, threaten, disparage, libel or otherwise make false statement concerning any of the aforesaid persons in the course of Your interactions with them or third parties.

## 7. INTELLECTUAL PROPERTY

- 7.1. This Website is operated by and is the sole property of Blunav. Any and all material on this Website, including images, illustrations, trade names, proprietary information and knowledge, technology, databases, or rights with respect thereto necessary for Our business as is now being operated are protected by copyrights, trademarks, and other intellectual property rights that are owned by Us or by other parties that have licensed such material to Us, or such parties having ownership of content uploaded on the Website. You agree that any and all material displayed on the Website is solely for Your personal use and You shall not, whether directly or indirectly, copy, reproduce, republish, post, upload, transmit or distribute such material in any manner and through any media including by way of e-mail or other electronic means and You shall not assist any other person in doing so. Modification of the said materials or use of the materials on any other Website or networked computer environment or use of the materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited.
- 7.2. You agree that these Terms of Use, do not entitle You to any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Website (for the purpose of this Clause 9.2, “**Updates**”). We

may, however, occasionally provide automatic Updates to the Website at Our sole discretion (and without any advanced notification to You). Any such Updates shall become part of the services and subject to these Terms of Use.

- 7.3. From time to time, we test various aspects of Our Website, including our website, user interfaces, service levels, plans, features, availability of content, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

## 8. SYSTEM LIMITATIONS AND FAILURES

We use systems for providing You access to and facilitating Your use of the Website. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, We continually enhance and improve these systems in order to accommodate the level of use of the Website. We may also add additional features and functionality to Website that might result in the need to develop or license additional technologies. Increased utilization of the Website or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. You agree that We shall not be liable to You or to any third party claiming through You, for any such failures contemplated herein.

## 9. PRIVACY AND CONFIDENTIALITY

- 9.1. You agree that Your obligations under this Clause are necessary and reasonable in order to protect Our business and expressly agree that monetary damages would be inadequate to compensate for any breach of any covenant or agreement set forth herein. Accordingly, You agree and acknowledge that any such violation or threatened violation will cause irreparable harm and injury to Blunav and that, in addition to any other remedies that may be available, in law, equity or otherwise, Blunav shall be entitled to obtain injunctive relief against the threatened breach of the terms of this Clause or the continuation of any such breach.
- 9.2. The restrictions in this Clause shall not apply to disclosure of Confidential Information by either party if and to the extent the disclosure is:
  - 9.2.1. required by the Applicable Law of any jurisdiction,
  - 9.2.2. required by any applicable regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law,
  - 9.2.3. made to employees and representatives on a need to know basis, provided that such persons are required to treat such Information as confidential.

## 10. LINKS TO THIRD PARTY WEBSITE AND TOOLS

- 10.1. The Website may contain link/s to various other websites. These links are provided solely for Your convenience and benefit. Wherever such link/s lead to websites which are not owned by or belong to Blunav, We shall not be responsible for the content, products and services provided on such linked sites. We do not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If You decide to access such linked websites, You do so at Your own risk. We do not in any way endorse the linked websites.

- 10.2. Similarly, this Website can be made accessible through a link created by other websites. Access to this Website through such link/s shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such link/s to this Website are necessarily the same or similar to the idea, concept, aim or purpose of Our Website or that such links have been authorized by Us. We are not responsible for any representation/s of such other websites while affording such link and no liability can arise upon Blunav consequent to such representation, its correctness or accuracy. In the event that any link/s afforded by any other website/s derogatory in nature to the objectives, aims, purposes, ideas and concepts of this Website, is utilized to visit this Website and such event is brought to the notice or is within the knowledge of Blunav, civil or criminal remedies as may be appropriate shall be invoked.

## 11. **FOREIGN JURISDICTION**

Blunav makes no representation that the content contained on the Website is appropriate or to be used or accessed outside of the Republic of India. You are expressly notified that many states and foreign countries all have their own regulations that must be observed in relation to Your use or access of the Website. You must make your own assessment regarding, and are responsible for compliance with, regulatory requirements as may be applicable to Your use and access of the Website in such jurisdictions.

## 12. **GRIEVANCE REDRESSAL**

In order to address any of Your grievances and / or discrepancies of the information displayed on the Website, Blunav shall designate the below mentioned grievance redressal officer(s). The Grievance Officer shall redress all the grievances expeditiously but within 1 (one) month from the date of receipt of the grievance as provided under the Act.

Name: Suseendar Marimuthu	Email: dinsusee@gmail.com
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## 13. **LIMITATION OF LIABILITY**

- 13.1. THE DOCUMENTS AND GRAPHICS ON THIS WEBSITE AND THE APPLICATION COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY MAY MAKE IMPROVEMENTS AND/OR CHANGES HEREIN AT ANY TIME. THE COMPANY MAKE NO REPRESENTATIONS ABOUT THE ACCURACY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND GRAPHICS ON THIS WEBSITE AND THE APPLICATION FOR ANY PURPOSE. ALL DOCUMENTS AND GRAPHICS ARE PROVIDED **“AS IS”** AND **“AS AVAILABLE”**. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT, THE COMPANY AND/OR THEIR LICENSORS/ SUPPLIERS SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE WEBSITE AND THE APPLICATION, THE INFORMATION, OR ON ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON THE PROPERTY OWNERR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF THE COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. IN NO EVENT SHALL COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR ANY CLAIMS OF THE PROPERTY OWNER OR GUESTS OR OTHER THIRD PARTIES WHATSOEVER WITH RESPECT TO THE WEBSITE AND THE APPLICATION OR USER WEBSITE REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM ANY MISTAKE, OMISSION, VIRUS, DELAY OR INTERRUPTION IN OPERATION OR SERVICE OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM AN ACT OF GOD, COMMUNICATIONS FAILURE, THEFT OR OTHERWISE. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OF THE INTERNET.

13.3. THE COMPANY DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE WEBSITE AND THE APPLICATION WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR THEIR HARMFUL COMPONENTS.

#### 14. **INDEMNITY FOR NON-COMPLIANCE OR BREACH**

You shall indemnify and hold harmless the Company and its, subsidiaries, its Personnel, Affiliates, internal service providers and their respective officers, shareholders, directors, agents, and employees, from and against any and all Losses, liabilities, actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) ("**Losses**"), made by any third party or penalty imposed due to or arising out of Your breach of the User Agreement or resulting from untrue, inaccurate, misleading not current or incomplete information provided or verified by You.

#### 15. **DISCLAIMER**

THE SERVICE THROUGH THE APPLICATION OF THE COMPANY IS PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT PROPERTY OWNER'S SOLE RISK. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

#### 16. **RISK DISCLOSURE**

16.1. No advice. The Company does not provide or offer any advice whatsoever. No information or knowledge provided on the Website shall be construed and / or interpreted as such advice. No person and / or entity, under any circumstances, should make any decision(s) based solely on the information provided on the Website.

16.2. No representations. The Company makes no representation, warranty and / or guarantee as to the quality, accuracy, completeness, performance, or fitness of information, advice, tool, calculator, analysis, report, data, content news, price, statistic, comment, feedback, etc., provided on, or through

the Website. The information, reports and services are dependent on various assumptions, individual preferences, and other factors.

- 16.3. **Risk on forward – looking terms.** The Users understand and acknowledge that past performance is not indicative of future results and there can be no assurance that the arrangement described on the Website will achieve its goals. Certain information contained herein constitutes “forward looking statements” which can be identified by the use of forward-looking terminology, because of various risks and uncertainties, actual events or results or actual performance may differ materially from the events, results or performance reflected or contemplated in such forward-looking statements. As a result, the Property Owner should not rely on such forward-looking statements.

17. **MISCELLANEOUS**

- 17.1. ***Governing Law.*** This Terms of Use shall be governed by and construed in accordance with the laws of Republic of India.
- 17.2. ***Assignment.*** You cannot assign or otherwise transfer Your rights or obligations under these Terms of Use to any affiliate and / or third party without the prior consent of Blunav.
- 17.3. ***Severability.*** If any provision of this Terms of Use is held to be illegal, invalid, or unenforceable under any present or future Applicable Law (a) such clause or part thereof shall be fully severable; and (b) the remaining provisions of this Terms of Use shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.
- 17.4. ***Notices.*** All notices and other communications required or permitted hereunder to be given to a party will be in writing, in the English language, and will be sent by way of e-mail addressed to such party's address as set forth below.

For Blunav:      Suseendar  
                         [dinsusee@gmail.com](mailto:dinsusee@gmail.com)  
                         NO. 16/25, AMMANIVASAM GARDEN, THIRUKALUKUNDRAM,  
                         Kancheepuram, KANCHEEPURAM, Tamil Nadu, India, 603109

For User: Such email address contained under the Information.

- 17.5. ***Changes to Terms of Use.*** Blunav reserves the right to update (change, modify, add and/or delete) these Terms of Use from time to time, at the sole discretion of Blunav. The changes will reflect company initiatives, changes in the law or technology or changes in Blunav practices. When We update these Terms of Use, We will intimate you of the amendments on Your email address and / or on the Website. If you do not agree to the amendments, please do not use the Website any further. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions.
- 17.6. ***Indemnity.*** The User agrees to indemnify and hold harmless Blunav, its affiliates, third – parties associated with Blunav and their respective shareholders, officers, directors, agents, and employees, from any losses, liabilities, damages, costs and expenses, claims or demand, made by any third party arising out of; (a) the User's breach or non-performance of the terms of these Terms of Use or, (b) the User's violation of any Applicable Laws or, (d) the rights of a third party.