

## TERMS OF USE SPORTS FLASHES

This is a legal agreement between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single entity ("you", or collectively "users") or otherwise capable of entering into and performing legal agreements stating the terms that govern your use of the Sports Flashes Platform, services and networks owned or controlled by Sports Flashes that allow for the distribution and reception of images, texts and other content. In this agreement "**Sports Flashes**" refers to the corporate entity **India Sports Flashes Pvt. Ltd.** as well as its website and mobile application Sports Flashes and other services as the context provides. This agreement - together with all updates, additional terms, software licenses, and all of Sports Flashes rules and policies - collectively constitute the "Agreement" between you and Sports Flashes. If you do not agree to these Term of use please do not use Sports Flashes. You must accept and abide by these terms as presented to you: changes, additions, or deletions are not acceptable, and Sports Flashes may refuse access to the Sports Flashes mobile application for noncompliance with any part of this agreement.

When using the Sports Flashes Platform, You will be subject to any additional posted policies, guidelines or rules applicable to specific services and features which may be posted from time to time (the "**Policies**"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms of Use and any other document that has been incorporated by reference herein, these Terms of Service shall control.

Sports Flashes reserves the right, at Sports Flashes' discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Sports Flashes Platform. Please check these Terms and any Policies periodically for changes. Sports Flashes reserves the right to update and change the TERMS OF USE from time to time without notice or acceptance by you, however, Sports Flashes will use its commercially reasonable efforts to include notices regarding any such updates or changes to this TERMS OF USE on the Platform. Your continued use of the Sports Flashes Platform after the posting of changes constitutes your binding acceptance of such changes. Except as stated elsewhere, such amended Terms or fees will automatically be effective.

These "**Terms of Use**" apply to the services provided by Sports Flashes on its website or application, collectively known as "Platform" and applies to all Users ("Users") of the Sports Flashes Platform.

### 1. GENERAL

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 user agreement for access or usage of Sports Flashes Platform.

Your use of the Platform and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. By mere use of the Platform, You shall be contracting with Sports Flashes and these terms and conditions including the policies constitute Your binding obligations, with Sports Flashes.

For the purpose of these Terms of Use, wherever the context so requires **"You" or "User"** shall mean any natural or legal person who has agreed to become a viewer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. The term **"We", "Us", "Our"** shall mean Sports Flashes.

## **2. ABOUT SPORTS FLASHES**

Sports Flashes is an electronic platform owned, managed and operated by Sports Flashes wherein the sports related news are aggregated from various sources and thereafter segmented and displayed into respective sports category. Sports Flashes news also contains links to third party websites from which that respective news has been sourced and the user can those links read the news from the sourced website. Also, the link of the news can be shared through various messenger services with other user.

## **3. MEMBERSHIP ELIGIBILITY**

Use of the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform.

The content on the Platform is not meant for children and therefore it is not advisable for children to be visiting/accessing/becoming a member of the Platform. Sports Flashes reserves the right to terminate your membership and / or refuse to provide you with access to the Platform if it is brought to Sports Flashes' notice or if it is discovered that you are under the age of 18 years.

## **4. USER RESPONSIBILITY**

You assume all responsibility for the use of Sports Flashes Platform. You also waive all claims against Sports Flashes, its officers, directors, employees, suppliers, and programmers that may arise from the use of the Sports Flashes Platform.

## **5. COMMUNICATIONS**

When You use the Platform or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and You consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

If You send any communications or materials to the Sports Flashes Platform by electronic mail or otherwise, including any comments, data, questions, suggestions, or the like, all such communications are and will be treated as, non-confidential and non-proprietary. Thus, the User gives up any claim that any use of such material violates any of the User's rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way Sports Flashes uses such material.

## **6. OWNERSHIP**

Sports Flashes or its licensors own all Intellectual Property Rights in and to the Content, Platform, and Services. You agree to abide by any and all copyright notices, information, or restrictions displayed on the Platform. You acknowledge that you do not acquire any ownership rights by your permitted use of the Platform, its Content. You are responsible for complying with all applicable laws, rules, and regulations regarding your use of any Content. In the event of any

permitted copying, redistribution, or publication of Content from the Platform and Services, no changes in or deletion of author attribution, trademark, legend, or copyright notice shall be made.

Sports Flashes shall have the right for any reason, in its sole discretion, to terminate, change, suspend, or discontinue, temporarily or permanently, any aspect of the Platform, including, but not limited to Content, features, and hours of availability, without further notice to you.

You agree that Sports Flashes may terminate your use of this Platform, cancel your user registration, remove your Communications, and/or exercise any other remedy available to it, if Sports Flashes reasonably believes that you have violated or acted inconsistently with these Terms, or violated the rights of Sports Flashes or any third party, or for any reason, with or without notice to you. You agree that Sports Flashes will not be held liable to you or any third party as a result thereof.

## **7. INTELLECTUAL PROPERTY**

All Content included on the Platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Sports Flashes, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights, trademark and database right laws. The compilation of all content on this Platform is the exclusive property of Sports Flashes and its affiliates and is protected by laws of India and international copyright and database right laws.

You may not systematically extract/ or re-utilise parts of the contents of the Platform without Sports Flashes and / or its affiliates (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Platform, without Sports Flashes and / or its affiliates (as may be applicable) express written consent.

## **8. DISCLAIMER OF WARRANTIES**

Sports Flashes does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Content on the Platform. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Sports Flashes reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Platform.

## **9. UNLAWFUL USE AND CONDUCT**

You agree that your use of the Platform must comply with all applicable local, state, national, and international laws, and that you will not use the Platform for any illegal purpose.

## **10. PRIVACY POLICY**

The Terms of Use of the Platform are to be read in consonance with the Privacy Policy, which is available at (\*)

## **11. RESTRAINTS**

By using or accessing the Platform as a viewer, you hereby agree to refrain from the following:

- (a) violating the rights of another individual or entity, including but not limited to any of such party's intellectual property rights;
- (b) interfering with or disrupting the Platform, circumventing, disabling or interfering with security features on the Platform;
- (c) stalking or otherwise harassing another person;

- (d) impersonating any person or entity, including, but not limited to, a Sports Flashes employee, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- (d) impersonating any person or entity, including, but not limited to, a Sports Flashes employee, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- (e) forging or intentionally modifying headers or other information for the purpose of disguising the origin of any Content transmitted through the Platform;
- (f) violating any applicable local, state, national or international law, and any applicable regulations having the force of law;
- (g) promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices; and/or
- (h) offering for sale or selling any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Sports Flashes determines, in its sole discretion, is inappropriate for transmission through the Service.

You agree not to collect or harvest any personally identifiable information, including User IDs, nor to use the communication systems provided for any commercial solicitation purposes.

## 12. TERMINATION

You agree that Sports Flashes may, in its sole and absolute discretion and without notice or liability to you or any third party, immediately terminate your User ID as a viewer, and remove or discard from the Platform. Grounds for such termination may include, but are not limited to:

- (a) extended periods of inactivity,
- (b) violating or acting inconsistently with the letter or spirit of this terms of use,
- (c) discontinuance or material modification of the Service, or
- (d) requests by Content owners or law enforcement or other government agencies.

Sports Flashes may also in its sole discretion and at any time, discontinue the Platform with or without notice.

## 13. LIMITATION OF LIABILITY

You understand and agree that Sports Flashes shall not be liable to You for any direct, indirect, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses (even if Sports Flashes had been advised of the possibility of such damages), resulting from or relating to the Platform, whether based on warranty, contract, tort, or any other legal theory.

## 14. INDEMNIFICATION

You agree, at your own expense, to indemnify, defend, and hold harmless Sports Flashes, its employees, agents, and representatives against any claim, suit, action, or administrative proceeding brought against Sports Flashes, its employees, agents, and/or representatives ("claim") to the extent such claim, arises out of, or is related to your content, your access or use of the Platform, your violation of this terms of use, or of any rights of another, including, without

limitation, access or use of the Platform by someone else, or violation by such other person of the terms of use, using your computer or user id. This indemnification agreement also applies (without limiting) to any claim, directly or indirectly related to the Platform

(i) that your use or access or another person's use or access of your computer or user id infringes any copyright, trademark, service mark, patent, trade secret, right of publicity, or other proprietary right of a third party under any local, international, federal, or state law;

(ii) that your use or access to the Platform is in any way defamatory, slanderous, libelous, or otherwise injurious to a third party.

You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded or incurred by or in connection with any such claim, suit, action, or administrative proceeding. This defense and indemnification obligation shall survive these terms of use and your use of the Platform.

## 15. GOVERNING LAW

The Platform is controlled and offered by Sports Flashes from its facilities in India. Sports Flashes makes no representations that the Sports Flashes Platform is appropriate or available for use in other locations. Those who access or use the Sports Flashes Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law. The terms of use and the relationship between You and Sports Flashes shall be exclusively governed by and construed in all respects under the laws of India without giving effect to any choice-of-law or conflict-of-laws provisions.

You agree that:

(i) the Sports Flashes Platform shall be deemed solely based in India; and

(ii) the Sports Flashes Platform shall be deemed passive that does not give rise to personal jurisdiction over Sports Flashes, either specific or general, in jurisdictions other than India. You and Sports Flashes further agree to submit to the personal jurisdiction of the courts located in Delhi, for any and all legal claims, suits or actions that arise in connection with the Platform or from a dispute as to the interpretation or breach of the terms of use.

## 16. MISCELLANEOUS

(a) Waiver and severability: The failure of Sports Flashes to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision. If any of the provisions of the terms of use are held invalid, unenforceable, or void by a court or other tribunal of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms of use remain in full force and effect.

(b) Entire Agreement: The terms of use, together with the privacy policy any applicable end user license agreement and any other legal notices published by Sports Flashes on the Platform, constitute the entire and only agreement between you and Sports Flashes with respect to the Platform, and supersedes any prior agreements, oral or written, between you and Sports Flashes. Any and all other collateral representations, promises, and conditions; and any representation, warranty, promise or condition not incorporated herein or made as provided for in this terms of use shall not be binding on Sports Flashes. The section titles in the terms of use are for convenience only and have no legal or contractual effect. If any provision of these terms of service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms of service, which shall

remain in full force and effect. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Sports Flashes services, third-party content or third-party software.

(c) No Third Party Beneficiaries: You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third party beneficiaries to this terms of use.

(d) No right of survivorship; non-transferability: You agree that your Sports Flashes user id is non-transferable and any rights to your user id or content terminate upon your death.

(e) Statute of limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 17. ENFORCEMENT

Sports Flashes reserves the right to enlist and take measures that Sports Flashes believes are reasonably necessary to enforce, or appropriate to enforce, or verify compliance with any part of this Agreement (including but not limited to Sports Flashes's right to cooperate with any legal process relating to your use of the mobile application and/or Content, and/or a third party claim that your use of Sports Flashes and/or Content is unlawful and/or infringes such third party's rights). You agree that Sports Flashes has the right, without liability or notice to you, to disclose any Registration Data/Account information to law enforcement authorities, government official, and/or third party, as Sports Flashes believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Sports Flashes' right to cooperate with any legal process relating to your use of Sports Flashes and/or the Content, and/or a third party claim that your use of Sports Flashes and /or the Content is unlawful and/or infringes such third party's rights).