

# **Terms of Service**

**Terms of Service Effective Date: 24<sup>th</sup> June, 2022**

These Terms of Service (“Terms of Service” or “Terms”) and our Privacy Policy (collectively, the “Agreement”), govern your access and use of the services, including our website (tbh.chat), (collectively, the “Service”). The Service is owned and operated by MemeChat Private Limited (referred as “MCC,” “we,” “us,” or “our”).

**THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

**IT INCLUDES: -**

**AN AGREEMENT TO ARBITRATE.**

**A JURY TRIAL WAIVER.**

**CLASS ACTION WAIVER.**

**By using the Service or accepting these Terms, you accept and agree to be bound and abide by these Terms and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, please do not use the Service.**

## **About the service**

TBH is a platform that allows its users (“Users”) to receive anonymous responses or questions from friends via the user specific links which the user can share with the friends on multiple social media platforms.

We reserve the right to modify, amend, or change the Terms at any time. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking for notice of any changes. Your continued use of the Service constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to these Terms or the Agreement, you should stop using the Service immediately.

## **Your account.**

You must register for an account (“Account”) on the Service. When registering for an account, you agree that all information you provide to us will be accurate, truthful, current and complete. Only one account is permitted per user. To create an Account, you must meet the following requirements:

You are at least 18 years of age, and, if you are under 18 years of age (or the legal age of majority in your jurisdiction), you have the prior consent of your parent or legal guardian to use the Service.

You do not have more than one account on the website; and

You have not previously been removed from the website by us, unless you have our express written permission to create a new account. If at any time you cease to meet these requirements, you must immediately delete your account, and we retain the right to remove your access to our website without warning.

## **Account Termination.**

We reserve the right to terminate your account for any reason, at any time, at our sole discretion. For example, we may suspend or terminate your account if we suspect you do not meet the eligibility requirements, become aware of any suspicious activity, or we believe the use of your

account violates these Terms or any applicable law. We may require you to verify your eligibility at any time. You acknowledge and agree that you will provide such information upon our request in order to continue to use the Service. If your account is terminated by you or MCC for any reason, these Terms continue and remain enforceable between you and MCC. Your information will be maintained and deleted in accordance with our Privacy Policy.

### **Closing Your Account.**

You may deactivate your Account at any time. To do so, please send us an email at [contact@memechat.app](mailto:contact@memechat.app) stating your username and a request to deactivate your account. We reserve the right to modify or terminate the Service, your account, or your access to the Service for any reason, without notice, at any time and without liability to you. If we terminate your access to the Service or you deactivate your Account, your data (including your User Content) will no longer be accessible through your account, but those materials and information may persist and appear within the Service. We also may terminate or suspend your participation on the Service, at our sole discretion. If we decide to suspend, terminate or otherwise close your account, you may not re-activate your account or register for another account unless we provide you with our prior written consent.

### **Privacy**

Our Privacy Policy explains what information may be collected through the Service, how that information may be used and/or shared with others, how we safeguard that information, and how you may access or control its use in connection with our marketing communications and business activities.

### **Account Restrictions and Passwords.**

To access the Service, you will be asked to provide us with certain registration information. You agree to provide correct, current, and complete information. You are solely responsible for maintaining the confidentiality of any password you create on the Service. You should never share your password with third parties. If you believe that someone has gained access to your Account, you should notify us immediately at [contact@memechat.app](mailto:contact@memechat.app). Unless expressly permitted in writing by MCC, you may not sell, rent, lease, share, or provide access to your Account to anyone else. Memechat reserves all available legal rights and remedies to prevent unauthorized use of and access to the Service.

### **Content**

For purposes of this Agreement, the term "Content" includes, without limitation, any information, data, text, photographs and other images, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

### **User Content.**

All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent to us that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting from your actions. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate or available. You are solely responsible for all User Content that you post. MCC is not responsible for User Content nor does it endorse any opinion contained in any User Content.

**License.**

You grant MCC a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content. If you do not agree to these terms, please refrain from using our website.

**Availability of Content.**

We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) monitor, remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services. MCC may, but has no obligation to, monitor, review, or edit User Content. In all cases, MCC reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in MCC's sole discretion, violates this Agreement. MCC may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

**YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST MCC RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD MCC HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.**

## **Intellectual Property**

### **OUR CONTENT**

The Service is owned and operated by MCC. By registering for an Account or by otherwise using the Service, you agree that all content, trademarks, and other proprietary materials and/or information on the Service, including, without limitation, MCC's logos, visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, photos, video, graphics, music, information, data, sound files, other files and the selection and arrangement thereof and all other materials (collectively, "Our Content") are protected by copyright, trademark, patent, trade secret, and other laws, and, as between you and MCC (and/or third-party licensors), MCC owns and retains all rights, title, and interest in the Our Content and the Service. All other trademarks, logos, and service marks (collectively, the "Service Marks") are the exclusive property of MCC (and/or third-party licensors) or other third parties. Nothing in these Terms grants you a license to use any of the Service Marks or any of the MCC trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. Unless otherwise expressly stated in writing by us, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to access and use the Service for your own personal use only, provided that, you acknowledge and agree that you do not acquire any ownership rights in or to the Service and/or Our Content or any of the Service Marks by accessing or otherwise using the Service. The license granted to you herein may be terminated by MCC at any time, in its sole discretion. All rights not expressly granted in this Agreement are hereby expressly reserved by MCC. You will agree not to remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying Our Content. Nothing contained on the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Our Content displayed on the Service, and you will not reproduce,

modify, adapt, prepare derivative works from, perform, display, publish, distribute, transmit, broadcast, sell, license, or otherwise exploit any of our content without the written permission of MCC or such third party that may own any Service Marks displayed on the Service.

### **Community guidelines**

When you create an account or otherwise use the Service, you acknowledge and agree that:

- You will abide by these Terms.
- You are responsible for keeping your account password secret and secure.
- You are solely responsible for your conduct and for any activity that occurs through your account.
- You agree that MCC is not responsible or liable for the conduct of any User. MCC reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.
- You are solely responsible for obtaining and maintaining all telephone, computer hardware, software, accessories, and other equipment needed for you to access and to use the Service.
- You will treat others with respect (including when communicating with any MCC representatives or other employees).
- You will not impersonate any person or entity; falsely claim an affiliation with any person or entity; access the accounts of others without permission; misrepresent the source, identity, or content of information transmitted via the Service; or perform any other similar fraudulent activity.
- You will not use the Service for any harmful, illegal, nefarious, or untoward purpose.
- You will not use or attempt to use any cheats, bots, automation software, hacks, or any third party software designed to interfere with the Service.
- You will not solicit, collect, use, or attempt to use the account login credentials of any other User.
- You will not defame, stalk, bully, spam, abuse, harass, threaten, impersonate, or intimidate anyone on the Service, and you must not stream, broadcast or post or otherwise use information via the Service that may lead to violations of intellectual property or data privacy laws.
- You will not interfere or disrupt the Service or its servers or networks connected to the Service including by transmitting any worms, viruses, spyware, malware, malicious code, or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with how any MCC page is rendered or displayed in a browser or on a device.
- You will not crawl, scrape, cache, or otherwise access any content or information (including User Content) on the Service via automated means.
- You will not create an Account through any unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler, or scraper. Should you use any automatic, macro, program, or similar method, or otherwise commit fraud with regard to the Service, MCC reserves the right to pursue legal action against you.
- You will not attempt to indicate in any manner, without our prior written permission, that you have a relationship with MCC or that we have endorsed you or any products or services for any purpose.
- You will not use the Service for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.
- You will not post or share any Prohibited Content, as described below. We reserve the right to refuse access to the Service to you, for any reason at any time, at our sole discretion. You are prohibited from uploading or sharing any content (including User Content) that (“Prohibited Content”):
  - May deem to be offensive, or we believe may harass, upset, embarrass, alarm or annoy any other person;
  - Is violent, threatening, obscene, or that is otherwise offensive;
  - Is abusive, insulting, threatening, discriminatory, or that promotes or encourages racism, sexism, hatred, or bigotry;
  - Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense;
  - Is defamatory, libellous, or untrue;
  - Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);

- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or the image or likeness of a minor without the permission of that minor's parent or guardian;
- Is inconsistent with the intended use of the Service; or
- Could harm the reputation of MCC or the Service. If you upload or share any Prohibited Content, we may immediately suspend or terminate your Account. You acknowledge and agree that posting any User Content that violates these Community Guidelines (or that we reasonably believe violates these Terms) may also result in immediate termination or suspension of your Account.

### **Disclaimer of warranties**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MCC AND ITS SUBSIDIARIES, AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND LICENSEES (THE "MCC PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREE FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. THE MCC PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT (A) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; (E) YOUR INFORMATION CREATED THROUGH THE SERVICE, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST; OR (F) ANY ERRORS WILL BE CORRECTED. THE MCC PARTIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM THE SERVICE.

## **Limitation of liability**

### **Waiver**

UNDER NO CIRCUMSTANCES WILL THE MCC PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE MCC PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (D) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (E) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (F) ANY DAMAGE TO ANY OTHER USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE OR EVEN IF THE MCC PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE MCC PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. MCC IS NOT RESPONSIBLE FOR THE ACTIONS, USER CONTENT, INFORMATION, CONTENT OR DATA OF THIRD PARTIES, AND YOU RELEASE THE MCC PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU DO NOT AGREE WITH THE TERMS, PLEASE REFRAIN FROM USING OUR WEBSITE.

### **Indemnification**

You agree to defend, indemnify and hold the MCC Parties harmless from and against any

claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected to your use or misuse of the Service or with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (A) your breach or alleged breach of these Terms of Service; (B) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (C) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (D) any misrepresentation made by you; or (E) your breach or alleged breach of the representation and warranties set forth in these Terms. MCC reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of MCC.

### **Arbitration**

All disputes arising out of or in connection with this Agreement shall be finally settled under arbitration in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996 by a panel consisting of One (1) arbitrator to be appointed by the Company. The language of the arbitration shall be English and the venue of the arbitration shall be at Haryana, India. The award of the arbitrator shall be final and binding, except for the enforcement of an arbitral award pursuant to this clause, if required or seeking injunctive or similar equitable relief.

Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Haryana, India, necessary to protect the rights or the property of you or the Company (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

### **Modifications**

MCC will make reasonable efforts to keep the Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. MCC reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Service or any function or feature thereof. You understand, agree, and accept that MCC will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. MCC and/or the owners of any content may, from time to time, remove any such content without notice. This section will be enforced to the extent permissible by applicable law.

### **Miscellaneous**

We may be required under any legislation, to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

We restrict and reserve our right to further moderate/ restrict/ ban the use of our Services, specifically to you or generally, in accordance with our policy/ policies from time to time, at our sole discretion and without any notice.

### **Communications**

By using the Service, you consent to receiving certain electronic communications from MCC as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that MCC sends to you electronically will satisfy any legal

communication requirements, including that such communications be in writing.

### **Notice**

All notices to MCC shall be in writing to either the mailing or e-mail address listed below and will be deemed given on the date received. Notices to you may be sent to the e-mail or mailing address supplied by you when you registered for an Account.

Email: [contact@memechat.app](mailto:contact@memechat.app)

### **No Waiver**

Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of MCC. No failure or delay by MCC in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. This provision will survive the termination of any and all of your transactions with MCC.

### **Severability.**

Unless otherwise expressly provided herein, the invalidity or enforceability of any provision of these Terms will not affect the validity or enforcement of any other provision, all of which remain in full force and effect.

### **Headings**

The headings in these Terms are for convenience only and have no legal or contractual effect.

### **Feedback.**

If you provide feedback, ideas or suggestions to MCC in connection with the Service (including any User Content) ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize MCC to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

### **Assignment**

MCC may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

### **Entire Agreement**

This Agreement (which includes these Terms of Service, our Privacy Policy and any other MCC terms that govern your use of Service), constitutes the entire agreement between you and MCC.

### **Changes**

We may revise and update these Terms from time to time, in our sole discretion. Notice of any material change will be posted on this page with an updated effective date. All changes are effective immediately upon posting by us and such changes shall apply to all access to and use of the Service thereafter; provided, however, that any changes to the dispute resolution provisions set out in Governing Law & Venue will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Service. Your continued use of the Service following the posting of revised Terms means that you accept and agree to such changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Contact us**

If you have any questions about this Privacy Policy, please contact us by sending an email on the mentioned below email.

Email: [contact@memechat.app](mailto:contact@memechat.app)