

UserExperior Terms and Conditions of Use

PLEASE READ CAREFULLY BEFORE USING THE SERVICE. YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

UserExperior Technologies Pvt Ltd., a company incorporated in India and having its registered office at B-302, Marigold Meridian, Lake Road, Bhandup West, Mumbai - 78 ("UserExperior," "Company", "we", "us" or "our") provides a user experience analytics platform service ("SaaS"), which helps track, understand and improve the user experience in mobile applications ("UserExperior" and "Service(s)). These Terms of Service (the "Terms") govern your access and use of UserExperior and the Services. "You" or "Your" means the subscriber of UserExperior and the Services.

1. Acceptance of the Terms

You agree that by entering to, connecting to, accessing or using the site and/or service and/or by opening an account and/or by installing the UserExperior Software Development Kit (the "UserExperior SDK") you are entering into a legally binding agreement with us. Any entry into or use of the Site or Services constitutes your agreement to these Terms and all applicable laws and your certification that you are authorized to accept these Terms. You acknowledge that you have read and understood the following terms of use including the terms of the Privacy Policy available at <http://www.UserExperior.com/> (the "Privacy Policy") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and the Services (including but not limited to any applicable privacy protection laws), and you acknowledge that these terms constitute a binding and enforceable legal contract between you and the Company. We may revise and update these Terms at any time and such revisions are binding. Changes to these terms shall apply as of and following the date of the change.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER AND PROMPTLY ERASE, UNINSTALL AND REMOVE THE SERVICES AND ANY PART THEREOF (INCLUDING THE UserExperior SDK) FROM YOUR SYSTEMS AND APPLICATION.

The Service is available only to individuals who are at least sixteen (16) years old (See Section 6 below) and to companies that are appropriately licensed and otherwise legally permitted to conduct business.

2. The Services

Our Services enable you to collect information regarding users' (the "End-Users") activities while they are using your mobile application.

Our Company will process and analyze the End Users' Data using our proprietary software (the "Software") and generate an analytics visual report (the "Report"), including graphs and statistics of the data collected. Subject to these terms, you will be the sole owner of the compiled Reports.

3. Account Registration and Software Installation

A. Account Registration

1. Registration. You must register to UserExperior and open an account in order to use our Services (the "Account"). You must provide accurate and complete information at the time of registration. You remain solely responsible for the maintenance, confidentiality, and security of your account, including your login email password and account activities. You can control you login credentials through the login page.

2. Access. Your Account will provide you with online access to all UserExperior Services and any data corresponding to your selected service plan, including Reports (as defined below).

3. You agree to immediately notify the Company of any unauthorized use of your account. The Company will not be liable for any losses or damages arising from any unauthorized use of your account, and you agree to indemnify and hold the Company harmless for any improper or illegal use of your account, including by someone by whom you have given permission to use your account. We do not police for, and cannot guarantee that we will prevent any inappropriate use of the Account.

B. Software Installation

1. Installation. You need to integrate our mobile analytics solution by installing the UserExperior Software Development Kit (the "UserExperior SDK") into your mobile application. The UserExperior SDK will record and upload the end users' data (the "End Users' Data" as defined below) to our secured cloud servers (the "Servers").

2. License. In accordance with your service plan, UserExperior hereby grants to you a non-exclusive, non-transferable, non-sub-licensable and fully revocable limited license to install, use and distribute the UserExperior SDK as part of your mobile application for the limited purpose and in accordance to these Terms.

3. UserExperior makes its best efforts to provide you with the optimal service however,

we do not guarantee that the information and analytics, including the Reports, will be free of inaccuracies or errors. The Company will not be liable for any loss, injury, and/or damages incurred as a result of or in connection with any decision made or action taken or not taken in reliance on such information and analytics provided through the Services.

4. Payment and Subscriptions

A. Payment. Our Services may be purchased using online payment methods like payment through Credit Cards, Internet Banking (RTGS/NEFT etc.), Wallets ("Online Payment Services")

B. Subscriptions

1. Purchase. In order to gain access to and use certain features of the Services, you must purchase a paid subscription ("Subscription"). You will be charged initially for your Subscription and at the end of the month for any additional usage of the Services according to Company's price list as amended from, time to time.

2. Billing. A Subscription is billed in advance on a recurring, periodic basis and will automatically renew at the end of each billing cycle until you cancel your Subscription. If you have elected to use any of the Online Payment Services noted above then you warrant that your payment information is accurate and complete. You agree to notify us of any changes to your payment information. The Company may suspend or cancel your Subscription and access to the Services if your payment cannot be processed or has not been received.

3. Cancellation. You may cancel your Subscription via a contact form sent to the Company and your Subscription will terminate immediately and you will not be billed the following billing cycle. There are no refunds or credits for partial periods remaining on your Subscription, or any upgrade/downgrade refunds. The pricing for the Services are based on usage and are non-refundable.

5. The End-User's Data

Our Services provide you a tool to receive a global view of your End-Users' activities on your mobile application. You are solely responsible for determining which types of End-User Data shall be collected, transmitted, recorded, processed and stored through our Services. You must provide the Company with no Personal Information regarding your End Users. As such you must notify (by implementing the appropriate code) the Company with all screens on your mobile application that may contain Personal Information so that they can be hidden. In compliance with this policy you must disclose to your users the usage of a third party technology for data collection and comply will all applicable laws, rules and regulations. If

the Company nonetheless receives Personal Information from your End-Users, we may block your access to the Service and/or the Site and/or temporarily or permanently limit, suspend or terminate your Account. The Company may also take any other remedies that may be available under applicable law.

A. License. You hereby acknowledge and grant to UserExperior a limited non-exclusive and non-assignable license to use, store, upload, display and copy the End-User Data solely for the purpose of providing you with the Services.

B. Exclusive Ownership. You will retain exclusive ownership of the End-User Data that will be stored on your own database. You acknowledge and accept that you will remain solely responsible and liable for the End-User Data. You will have full administrative control over End-User Data that has been included for use in the Service and/or Site. The Company affirms that it will never share End-User Data to third parties and will limit its use to the manner permitted under the Terms of this Agreement.

C. Data Security. The Company will maintain all disclosed End-User Data and provide reasonable privacy and security measures in accordance with all applicable laws. You acknowledge and agree that the Company will not be liable for any unauthorized use of and/or authorized access to the End-User Data that is a result of circumstances beyond the Company's control.

6. Representations and Undertakings

Your use of the Site and/or Services (or any part thereof) is dependent on the fact that you hereby represent, warrant and agree that:

- (i) the execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- (ii) you will not infringe or violate any of the Terms;
- (iii) you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Site and/or Service in accordance with these Terms, and to fully perform your obligations hereunder;
- (iv) you are the authorized representative of such corporate business in regards to use of the Site and/or Service by and/or on behalf of such corporate business, and make the representations and warranties hereunder on both your and its behalf;
- (v) you possess the professional knowledge and judgment necessary to decide whether to use the Site and/or Service;
- (vi) you are solely responsible for complying with applicable laws regarding use

of the Service, or any other interaction and/or transaction you make through or in connection with the Service, including the determination of whether your use of the Service complies with the terms of the jurisdictions and laws applicable to you and all other parties of your interactions;

(vii) you will not rely on Company and fully understand that we do not provide any endorsement, support, representation or guarantee regarding the accuracy, reliability, truthfulness, legality or completeness of any information or content that may be available to you in connection with the Service, including any Third Party Services;

7. Links to Third Party Websites

Our Service and/or Site may contain links to third party websites ("Third Party Websites") that are not owned or controlled by UserExperior. UserExperior has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, UserExperior will not and cannot censor or edit the content of any third-party site. By using our Service and/or Site, you expressly acknowledge and agree that UserExperior shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

8. Restrictions

The Company prohibits the conduct delineated below. Your failure to comply with the provisions set forth may result herein (at Company's sole discretion) in the termination of the Terms and your right to access and use the Service and/or Site, and may also expose you to civil and/or criminal liability. You may not, whether by yourself or by agent:

(viii) copy, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble, in any way, any portion of the content made accessible by UserExperior on or through the Service and/or the Site, including the UserExperior SDK, any information, data, pictures, videos, text, graphics, software programs used by UserExperior in connection with the Site or the Services and information, material and data obtained from or through the Site and/or Services in any way (collectively, the "Content"), or publicly display, perform, distribute, or otherwise use such Content, or permit others thereto, other than as expressly permitted under these Terms;

(ix) create a browser or border environment around the Site, the Service and/or the Content, including any inline linking to any elements of the Site and/or Service or any part thereof, and/or frame or mirror any part of the Site and/or Service;

(x) interfere with or violate any other subscriber's right to privacy or other

rights, or harvest or collect personally identifiable information about subscribers of the Service and/or Site without their express and informed consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;

(xi) violate the legal rights of others;

(xii) impersonate any person or entity or provide false information on the Site and/or Service, whether directly or indirectly, or otherwise falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that UserExperior or any third party endorses you, your website, service and/or Application, your business, or any statement you make, or present false or inaccurate information about and/or through the Site and/or Service;

(xiii) transmit or otherwise make available in connection with the Site and/or Service, and/or use the Service (or any part thereof) to design or develop software to transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

(xiv) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;

(xv) sell, license, or exploit for any commercial purposes any access to the Site, Service and/or Content;

(xvi) create a database by systematically downloading and storing all or any unauthorized Content from the Site and/or Service;

(xvii) transfer or assign your Account's log-in credentials, even temporarily, to a third party;

(xviii) bypass any measures which may be used to prevent or restrict access to the Site and/or Service;

(xix) use the Service, Content and/or Site for any illegal, or unauthorized purpose;

(xx) remove, or disassociate, from the Content any copyright, trademark or other proprietary notices contained in such materials (such as ©,™, or ®);

(xxi) transmit, distribute, display or otherwise make available through or in connection with the Service any content, which may infringe third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; or

(xxii) infringe or violate any of the Terms or any applicable law.

9. Privacy Policy

You explicitly consent to the use, access, disclosure and transfer and prevention of the personal information you provide in connection with the Site and Services in accordance with these terms the Company's Privacy Policy, which is available on <http://www.userexperior.com> and is incorporated by reference in these terms.

10. Proprietary Information

A. Intellectual Property. The Service, the Site, the Software, UserExperior SDK, the Content and any and all intellectual property rights associated and related to them, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Site), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned and/or be licensed to Company and are protected by copyright and other applicable intellectual property rights under the laws of the Republic of India and other laws. Unless expressly permitted in these conditions, you may not copy, distribute, display, publicly perform, make available to the public, disassemble, separate, modify, sublicense to ,commercial use, sell, rent, lend, process, connect, reverse engineer, combine with other software, translate, modify, or create derivative works of intellectual property, yourself or by someone acting on your behalf in any way.

B. Trademarks. "UserExperior", UserExperior™, UserExperior's, "UserExperior", "UserExperior™", "UserExperior's marks and logos" and all other proprietary identifiers used by UserExperior in connection with the Site and/or Service ("Trademarks of the Company") are all trademarks and/or trade names of the Company, whether registered or not. All other trademarks, trade names, other distinguishing marks, and other trademarks (including different types of logos) that may appear in the Service and/or Site belong to their owners ("Trademarks of Third Parties"). Unless otherwise explicitly permitted this Agreement does not hereby grant any right, license or trademarks to the Trademarks of the Company or the Trademarks of Third Parties.

11. Management of the Service and Site

UserExperior shall use reasonable commercial efforts to maintain the availability of the Service and Site, but does not guarantee any specific level of availability of the Service and

Site. UserExperior will not be liable to you as a result of temporary service interruptions. You acknowledge that UserExperior may, in its sole discretion and at any time, modify, discontinue, temporarily or permanently, the activity of the Service and/or Site without prior notice. You further acknowledge and agree that UserExperior is not liable to you or any third party for any modification, suspension, or termination of operations application, service or content users, which are included in the Service and/or Site.

12. Termination of Your Account and Termination of the Site's Operation

C. Company's Termination. At any time, UserExperior may block your access to the Service, the Site and/or temporarily or permanently limit, suspend or terminate your Account, for any reason, at its sole discretion, in addition to any other remedies that may be available to UserExperior under any applicable law. Such actions by UserExperior may be taken, inter alia, if UserExperior deems that you have breached any of these Terms in any manner. Additionally, UserExperior may at any times, at its sole discretion, cease the operation of the Service and/or Site or any part thereof, temporarily or permanently, without giving any prior notice and you will be refunded of any prepaid fees. You agree and acknowledge that UserExperior does not assume any responsibility with respect to, or in connection with the termination of the Service and/or Site operation and loss of any data. The provisions of the Subscriber Representations and Undertakings, Intellectual Property Rights (except the license granted therein), Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections, and your representations and warranties under the End-User's Data section, will survive the termination, or expiration of the Terms.

D. Subscriber Termination. You may immediately terminate these Terms in the event of a material breach of these Terms by UserExperior, which is not cured within thirty (30) days of its receipt of your notice of such breach. In such event, you will be refunded of any prepaid fees. In addition, you may terminate these Terms for any reason upon thirty (30) days prior notice to UserExperior.

E. Post-Termination. Upon termination of your Account, for whatever reason, and/or termination of the Site's operation, all licenses granted to you hereunder, including the license to the UserExperior SDK, will immediately expire, and you must remove and delete the UserExperior SDK from your Application and destroy all copies of the UserExperior SDK in your possession. Upon and prior to termination of your Account you will have the ability to download from our servers all historical End-User's Data and the Reports. You hereby acknowledge and agree that upon termination of your Account, all historical End-User's Data and Reports will be deleted from our Servers and you will not be able to recover the

deleted information and materials once the Account is terminated (unless agreed otherwise in writing by you and us).

13. Disclaimers & Disclaimer of Warranty

WE MAKE BEST EFFORT TO PROVIDE YOU WITH THE OPTIMAL SERVICES. NOTWITHSTANDING THE AFOREMENTIONED, Your use of the Site and/or Services is at your sole discretion and risk. The Service is provided on an AS IS and AS AVAILABLE basis without warranties of any kind from UserExperior. UserExperior EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICE AND TO THE GOODS OR SERVICES MADE AVAILABLE THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UserExperior DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE; (II) THAT THE SERVICE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SERVICE.

14. Limitation of Liability

UserExperior assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content on the Service. UserExperior is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Service, including any injury or damage to users or to any person's mobile device related to or resulting from participation or downloading materials in connection with the Service. Under no circumstances shall UserExperior be responsible for any loss or damage, including personal injury or death, resulting from the use of the Service, from any content posted on or through the Service, or from the conduct of any subscribers of the Service, whether online or offline.

IN NO EVENT SHALL USEREXPERIOR OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE APPLICATION OR CONTENT,

WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT USEREXPERIOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL USEREXPERIOR'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO USEREXPERIOR FOR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO USEREXPERIOR FOR THE USE OF THE SERVICE, THEN USEREXPERIOR SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

15. Indemnification

You agree to indemnify, defend and hold harmless UserExperior from and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expense (including reasonable attorneys' fees) that arise directly or indirectly from (i) your use of the Service, the Content, UserExperior SDK and/or Site other than as permitted under these Terms; (ii) your violation of any term of these Terms; (iii) any damage of any sort, whether direct, indirect, special or consequential, that you may cause to any third party, which relates to your use of the Service, UserExperior SDK and/or Site (including your violation of any third party rights such as the right to privacy); (iv) any information that you or anyone using your Account may submit or access in the course of using the Service (including but not limited to any information that you may provide to us that is not in accordance with your obligations under this Agreement); and/or (v) your violation of applicable laws in connection with the Service.

16. Miscellaneous

Headings. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Relationship. These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

Waiver. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

Severability. If any provision of these Terms is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, you and UserExperior shall, if possible, agree on a legal, valid and enforceable substitute provision most resembling the desired effect of the deleted provision. The remaining portion of these Terms not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless

the provision found illegal, invalid, or unenforceable goes to the essence of these Terms. Assignment. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without UserExperior's prior express written consent, and any attempted or actual assignment thereof without such consent will be null and void.

UserExperior may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Service and/or site to any third party without your consent or prior notice to you.

Entire Agreement. These Terms are the entire terms and conditions between you and UserExperior relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and UserExperior, including but not limited to any terms on the Site not otherwise expressly incorporated herein.

Governing Law and Venue. These Terms shall be interpreted in accordance with the laws of the Republic of India. You agree that any legal or equitable action of whatever nature by or against UserExperior arising out of or related to these Terms shall be brought exclusively in the competent courts of Mumbai, India.