

TERMS OF USE

THESE TERMS OF USE (“TERMS”) HAVE BEEN UPDATED ON 14-Sept-2016

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Official Website: www.chillx.co.in

The website - www.chillx.co.in, its wapsite and Application (hereinafter collectively referred to as “Chillx”) is owned, operated and maintained by FunOnGo Media & Entertainment LLP which provides end users with various media and entertainment content.

PLEASE READ THESE TERMS CAREFULLY BEFORE USE OF THE CHILLX SERVICES. THESE TERMS CONSTITUTE A LEGAL AND BINDING AGREEMENT BETWEEN YOU (THE END USER OF CHILLX) WHETHER AS REGISTERED USER OR UNREGISTERED VISITOR AND FUNONGO MEDIA & ENTERTAINMENT LLP (THE OWNER OF CHILLX), AND GOVERN YOUR USE OF CHILLX SERVICE. BY CHECKING/CLICKING ON THE ‘I AGREE’ LINK AND/OR BY DOWNLOADING AND/OR INSTALLING AND/OR BROWSING OR USING CHILLX, YOU EXPRESSLY ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT BROWSE AND/OR DOWNLOAD AND/OR INSTALL AND/OR USE CHILLX AND CHILLX SERVICES.

For the purpose of these Terms, the terms "You" “Your” or "User" shall mean any person, natural or legal, who uses, accesses or browses Chillx. The terms "We", "Us", "Our" shall mean Chillx/FunOnGo Media & Entertainment LLP.

1. OVERVIEW

Chillx is an online video streaming service where it offers its users access to audio-visual media and entertainment content in the form of full length feature films, non-feature film videos, television serials, short films, documentary films, promotional videos, music videos and various other media and entertainment related contents (“**Content**”). The Content is made available through internet streaming and is accessible through the website www.chillx.co.in and its wapsite and Application on various compatible platforms (hereinafter referred to as the “**Services**” or “**Chillx Services**”).

2. DEFINITION

Certain words in these Terms have a specific meaning and are explained below for your easy understanding: 1. ‘Application’ means the Chillx application owned by FunOnGo Media & Entertainment LLP to provide the Content on Devices, which is available on various platforms such as iOS, android, windows etc. 2. ‘Content’ means all text, graphics, images, music, software, audio,

video, information or any other materials available on Chillx. 3. 'Devices' means any and all internet enabled devices like smart phones, tablets, laptops, desktops, etc. which are compatible with Internet. 4. 'Chillx' means Chillx website, www.chillx.co.in, Chillx wapsite, www.m.chillx.com, and any other future variations or domain, Application and any present and future means and modes to offer Services. 5. 'Internet' shall mean the system making use of the TCP/IP software protocols known as the internet or the worldwide web whatever the communications links may be which connects the user (including by way of fixed, mobile, DSL, ISDN, UMTS WiMax or other broadband links) including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols.

3. ELIGIBILITY AND ACCEPTANCE OF THESE TERMS

- a. The use of the Chillx Services 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 are not eligible to use the Chillx Services. Without prejudice to the generality of the above, no person under the age of 18 years may use or access the Chillx Services or the Content or attempt to enter into any transactions on Chillx.

As a minor if you wish to use or transact on Chillx, such use or transaction may be made on your behalf by your legal guardian or parents. We reserve the right to refuse access to the new users to use the Services offered at Chillx or may proceed to terminate access granted to existing users at any time with or without according any reasons for doing so. You shall not have more than one active Account (defined hereunder) on Chillx. Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to any another person or entity.

- b. While the Content accessible through Chillx Services have been certified for viewership by the appropriate authority, we do not represent nor warrant that you will find the Content suitable for your personal consumption. Further the Content is in the nature of "general or casual entertainment" and is not intended to address your particular requirements. By using and accessing the Chillx Services, you confirm that you do not find the Content to be vulgar, obscene, pornographic, misleading, defamatory, libelous, offensive, derogatory, threatening, harassing, abusive or of a violent nature. You may find the Content depicting characters with strong character, language and harsh / disturbing images for which viewer discretion is recommended. However, if you find any of the Chillx Services to be unsuitable in any manner, please discontinue your access and use of the Chillx Services. If you are of the belief that any of the Chillx Services are illegal or infringing any proprietary rights, please follow the procedure outlined in paragraph 10 of these Terms.
- c. Chillx may contain links to third-party websites that are not owned or controlled by us. We do not review, approve, endorse, or make any representations about such third-party websites, the companies or persons who own and/or operate them, or any information, products and services made available through such third-party websites, or any results that may be obtained from using them. Accordingly, we have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the content of any third-party website. By using Chillx, you expressly relieve us from any and all liability arising from your use of any third-party contents. Accordingly, we encourage you to be aware when you leave Chillx domain and to read the Terms and Conditions and Privacy Policy of each third party content/website that you may visit.

4. YOUR RESPONSIBILITY

- a. You will be solely responsible for obtaining, maintaining the Device and Internet needed in order to access and use Chillx and by paying for all such charges applicable in relation thereto. Internet charges will depend on your tariff plan subscribed from the internet service provider.
- b. Chillx is compatible on selected operating systems and Device(s). The download procedure of the Application shall be subject to adaptable operating system of your Device(s). You

need to have a Device connected with Internet for download of Chillx to begin and complete. Chillx shall not be responsible in case of any fluctuation in the Internet connection speed leading to corruption of Application file download or any delayed or defective download of the Application. Chillx shall not be responsible nor liable to you for interruption, disruption, deactivation of Chillx on account of any Force Majeure Event. For the purpose of these Terms, "Force Majeure Event" shall mean any event beyond the reasonable control of Chillx including but not limited to act of God, any act or omission of government or quasi-government agencies or lock out, strike, curfew, technical errors etc. Chillx may, at its sole discretion, make bug fixes, updates for the installed Application. In the event Chillx has upgraded the Application or any features thereof, you will be required to update your Device in order to make the Device compatible with such upgrades. Chillx shall not be responsible or liable to you in the event you are unable to access Chillx or view the Content on Chillx due to your failure to upgrade your Device.

- c. In order to use Chillx, you must register yourself as a subscriber of Chillx. During the registration process, you are required to create user name (by using your mobile number) and password.
- d. You agree to provide accurate, current and complete information during the registration process and to periodically update such information to keep it accurate, current and complete. Chillx reserves the right to suspend or terminate your registration without assigning any reason (including for provision of inaccurate, not current or incomplete information during the registration process or thereafter). You shall be responsible for ensuring the security and confidentiality of your password and for all transactions undertaken using your Username and password. You agree not to disclose your password to any third party and further confirm as being solely responsible and liable for any activities or actions under your account, whether or not you have authorized such activities or actions. It is your sole responsibility to change your password immediately if you believe that your password has been compromised. Chillx will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your username and password in any circumstances.
- e. In order to gain access to the Content, you will be required to subscribe to Subscription Packages made available by Chillx from time to time. The subscription to Subscription Packages may be subject to additional terms specified by Chillx. Depending on packages and/or value added services and the term of the proposed subscription, you will be required to make online payments through YOUR credit card or debit card or net banking account or cash card or via any other mode made available for making payments through mediums as authorized in YOUR territory and as provided by Chillx for accessing and browsing Chillx. The facility for online payments through credit cards or debit cards or net banking account or cash card or any other mode is available for selected credit cards, debit cards, net banking accounts and cash cards only. If YOU wish to avail the Chillx after the expiry of the initial term of Subscribed Packages, YOU shall prior to expiry of such term, recharge YOUR account with the then prevailing subscription charges.
- f. Chillx reserves the right to modify or discontinue Chillx at its sole discretion with or without notice to YOU. Chillx shall not be liable to YOU or any third party in any manner, should Chillx exercise its right to modify or discontinue Chillx Services. Further, Chillx reserves the right, at any time, with or without notice and without any liability to: (i) replace or otherwise withdraw Subscription Packages or Content, (ii) change or reduce the number of hours of any Content; (iii) blackout any Content; and (iv) modify the prices for Subscription Packages or any part of Chillx Service. Further, Chillx reserves the right to change packaging and introduce base and add on packages and/or offer channels on a-la-carte basis. YOU acknowledge and agree that the Content provided by Chillx as part of Chillx Services are being supplied by third parties and availability of such Content is outside Chillx's control. Additionally, Chillx shall have the right, but not the obligation, to refrain from providing to YOU any Content in the interest of national security or in the event of emergency / war or similar situation or if the Content is anti-national, promotes political / religious propaganda, is against public policy, is banned or restricted from being distributed under any applicable law or Chillx otherwise determine that it is objectionable or obscene or is derogatory to any person or class of persons, hurts the religious sentiments of any religious group or infringes the privacy rights of any individual(s) or is not in the interest of Chillx subscribers or the general public.
- g. In a credit card and/or debit card and/or net banking and/or cash card transaction and/or any other mode available, YOU must use YOUR own credit card and/or debit card and/or net banking account and/or cash card. YOU confirm and acknowledge that YOU are aware

of the fact that when making any online payment through credit card or debit card or net banking account or cash card or via any other mode available, YOU may be directed to the payment gateway page. The payment gateway may redirect YOU to other website(s) maintained or controlled by third parties, and Chillx does not control such third party website(s) and hence are not responsible for any transactions on such website(s). According, under no circumstances will Chillx be liable for any errors, omissions, inaccuracies or delays in any such services, mental agony or for any loss or damage of any kind incurred as a result of your use of or reliance upon any such services. Chillx will not be liable for any credit card or debit card or net banking or cash card fraud, and Chillx will not entertain or address any such grievances or issues. YOU are requested to communicate all grievances related to such issues to YOUR bank who has issued such credit card or debit card or net banking account or cash card. Chillx shall not be responsible for all or any dispute or difference relating to online payment made by YOU through credit card or debit card or net banking account or cash card or via any other mode available.. Payments once made by credit card or debit card or net banking or cash cards or via any other mode available shall not be refunded by ChillaX under any circumstances. You are hereby advised to keep details of your credit/debit card and net banking confidential and do not share any such details with any other third party.

- h. Chillx is available in select countries only. Chillx would not be held responsible for hindrances in the access and use of Chillx due to geographical change in YOUR location. Further, YOU will be solely liable for accessing and using Chillx in the countries of YOUR use.

5. CHANGES TO TERMS

Chillx reserves the right, at its sole discretion, to change, modify, add or remove all or any part of these Terms. Changes in these Terms will be effective immediately or such other reasonable time specified when notice of such change is posted. Your continued use or access of the Chillx Services after any such changes constitutes your acceptance of the updated Terms.

6. PRIVACY AND COMMUNICATIONS PREFERENCES

- a. Any information submitted through Chillx Services, including personally identifiable information, is subject to the terms of our Privacy Policy.
- b. By using or accessing the Chillx Services, you (i) consent to the use of electronic communications in order to enter into contracts and confirm terms of Chillx; (ii) consent to the electronic delivery of notices, policies and records of transactions initiated or completed by you online; and (iii) acknowledge that you have access to the necessary software and hardware to receive electronic records from Chillx in connection with transactions initiated or completed by you online. You further consent to receiving electronic communications from Chillx regarding Chillx Services and further represent that you are not registered with any Do Not Call / Do Not Disturb registries under the Telecom Unsolicited Commercial Communications Regulations, 2007, Telecom Commercial Communications Customer Preference Regulations, 2010 or otherwise which preclude us from sending you these communications.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- a. Chillx, its affiliates and its licensors/licensees have, and shall continue to retain, all title, rights and interests in Chillx, Chillx Services and the Content, including all information, design, layout, text, graphics, logos, designs, photographs, databases, icons, images, audio/video clips, digital downloads, data compilations, graphics, illustrations, configurations, data, data fields, flash presentations, code, underlying technology, content delivery mechanisms, plug-ins and other files and software.
- b. The Chillx Services including the website/wapsite/Application, the appearance, look and feel of the website/wapsite/Application, the presentation of the Content, user interface, databases and compilations are the sole and exclusive property of Chillx.
- c. "CHILLX" and "CHILLX International" are registered trademarks of Chillx International Ltd. The Chillx logo, gobe.com and chillx.com are used as trademarks or service marks of Chillx International Ltd. The Chillx website and user interfaces, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of Chillx International Ltd. The trademarks, service marks and trade dress of Chillx

may not be used or reproduced without prior written approval from Chillx and may not be used in connection with any product or service that is not affiliated with Chillx, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of Chillx, or in any manner that disparages or discredits Chillx. Other trademarks that appear on the Chillx website and user interfaces are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Chillx. Any images of persons or personalities contained on the Chillx website and user interfaces are not an indication or endorsement of Chillx or any particular product or Service unless otherwise indicated.

8. LIMITED LICENSE AND RESTRICTIONS

- a. Chillx grants you a temporary, non-exclusive, non-transferable, irrevocable, conditional, limited right/license to access and view the Content on the Chillx Service for your personal, non-commercial use, subject to the conditions provided below, during the period during which you are bound by these Terms. You shall have no right or interest in the Chillx Services and/or the Content, other than as expressly provided herein.
- b. Your limited license as provided is subject to the following conditions:
 - i. The Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, for any purpose whatsoever, without Chillx's prior written permission, except as expressly permitted by the limited license;
 - ii. You may not create any derivative works from the Content or Chillx Services (including without limitation, montages, mash-ups, recreations, derivations, screen captures, wallpaper, desktop themes or any other physical or digital material) or republish the Content or Chillx Services on any internet, intranet or extranet site or incorporate the Content in any other database or compilation;
 - iii. You may not extract, collect, harvest, test or benchmark, through electronic means or otherwise, the Chillx Services or any of the Content;
 - iv. You may not use the Content or the Chillx Services for any purposes competitive with or derogatory to Chillx and you may not associate the Chillx Services or the Content with, provide links from or display alongside any material that may be vulgar, obscene, pornographic, misleading, defamatory, libellous, offensive, derogatory, threatening, harassing, abusive or violent nature, or such that it is proscribed under applicable law or infringes third party rights;
 - v. You shall not directly or indirectly, through any means whatsoever, permit, abet or assist any access or use of the Chillx Services or the Content in a manner not expressly provided or permitted herein; and
 - vi. This limited and conditional license may be revoked at any time by Chillx.
- c. Restrictions:

You must adhere to the below restrictions and not host, display, upload, modify, publish, transmit, update or share any information /material which may:

- i. Belong to another and to which you have no right to use;
- ii. Be grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner;
- iii. Infringe any proprietary rights of an individual or any other entity;
- iv. Mislead anyone;
- v. Violates any law for the time being in force;
- vi. Impersonates another person;
- vii. Contain viruses or any other computer code, files or programs which may restrict the functionality of any computer;
- viii. Exploit people in a violent and in an inappropriate manner;
- ix. Lead into illegal activities;
- x. Harm any person or minor by transmission of any photograph, images of that person without his permission and in case of a minor consent by his guardian;
- xi. Contain restricted password-only access pages or hidden pages or images;

- xii. Be promoting pedophilia, racism, bigotry or physical harm of any kind against any group or individual;
- xiii. Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- xiv. Violate any right of any party, including privacy rights, publicity rights, and intellectual property rights;
- xv. Impose an unreasonable or disproportionately large load on the infrastructure or any systems or network connect there;
- xvi. Launch any automated system, including without limitation, "robots", "spiders", "offline readers" etc., that accesses the Chillx in a manner that sends automated requests to our servers in a given period of time than a human can reasonably produce in the same period by using a convention web browsing application or tool(s) for similar purposes. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from Chillx, nor to use the communication systems provided by the Chillx for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Chillx with respect to its user's submissions;
- xvii. Probe, scan or test the vulnerability of the website or any network connected to Chillx nor breach the security or authentication measures on Chillx or any network connected to Chillx;
- xviii. Lead to any action that imposes an unreasonable or disproportionately large load on the infrastructure of or any systems or networks connected to Chillx;
- xix. try to gain unauthorized access or exceeds the scope of authorized access to the Chillx or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Chillx or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- xx. Engages in commercial activities and/or sales, without prior written consent of Chillx, such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Chillx;
- xxi. solicit gambling or engages in any gambling activity which Chillx, at its sole discretion, believes is or could be construed as being illegal;
- xxii. interferes with another user's use and enjoyment of the Chillx or any other individual's user and enjoyment of similar services;
- xxiii. refers to any website or URL that, at the sole discretion of the Chillx, contains material that is inappropriate for Chillx or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms; and
- xxiv. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.

d. Other restrictions:

- i. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Chillx on or through the website or any service offered on or through Chillx. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity;
- ii. We reserve the right, to monitor the materials posted on by you ("User Generated Content"). We shall have the right to remove or edit any User Generated Content that, in our sole discretion, violates or is alleged to violate, any applicable law or either the spirit or letter of these Terms. **YOU REMAIN SOLELY RESPONSIBLE FOR THE USER GENERATED CONTENT YOU PUBLISH ON CHILLX AND IN YOUR PRIVATE MESSAGES.** Please be advised that such User Generated Content published does not necessarily reflect our views. In

no event shall we assume or have any responsibility or liability for any User Generated Content posted or for any claims, damages or losses resulting from use of and/or appearance of User Generated Content. You provide and all information it contains and that such User Generated Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information;

- iii. Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through Chillx, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers. We are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risks arising from your use of any such websites or resources;
- iv. It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you on the public forum due to your use of Chillx, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses but by browsing/using Chillx, you hereby agree that we shall not be held responsible for the use of any personal information that you publicly disclose or share with others. Please carefully select the type of information that you publicly disclose or share with others;
- v. You shall not use Chillx Services for promoting services of competitors of Chillx.
- vi. You shall use Chillx in strict compliance with applicable laws and principles;
- vii. It is hereby clarified that Chillx Services are provided for your personal, non-commercial use only. You agree not to, either directly or through the use of any device, software, web-based service, or by other means, copy, download, archive, perform, display, upload, publish, transmit or retransmit the Content or create any work or material that is derived from or based on the Content, rent, lease, duplicate, sublicense, assign, pledge, loan, or resell the Content of Chillx. You shall not translate, reverse engineer, decompile and disassemble information available at Chillx except and only to the extent that applicable law expressly permits, despite this limitation. You shall only use the Chillx Services on device that is under your exclusive control and ownership. You shall not permit any third party to benefit from the use or functionality of Chillx, either directly or via any facility management, timesharing, service bureau or any other arrangement. You shall not use Chillx as part of a facility management, timesharing, or service bureau arrangement. If you transfer possession of any copy of Chillx to another party, your subscription of our services shall automatically get terminated. All rights not expressly set forth hereunder are reserved exclusively by us;
- viii. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Chillx or the brand name or domain name used by Chillx, or otherwise engage in any conduct or action that might tarnish the image or reputation of Chillx on platform or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us;
- ix. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of Chillx or any transaction being conducted on Chillx, or with any other person's use of e Chillx;
- x. You may not use Chillx or Chillx Service for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of us and / or others;
- xi. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable local laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or regulations in force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of

Chillx Service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force;

- xii. You shall not engage in advertising to, or solicitation of, other users of Chillx to buy any products or services, including, but not limited to, products or services related to that being displayed on Chillx or related to Chillx. You may not transmit any chain letters or unsolicited commercial or junk email to other users via Chillx. It shall be a violation of these Terms to use any information obtained from Chillx in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person without prior written consent of Chillx. In order to protect the users from such advertising or solicitation, Chillx reserve its right to restrict the number of messages or emails which a user may send to other users in any 24-hour period, which Chillx deems appropriate in its sole discretion. Chillx shall have the right at all times to disclose any information (including the identity of the persons providing information or materials on Chillx) as necessary to satisfy any law, regulation or valid governmental request for any reasons including security/investigations reasons. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, Chillx may (and you hereby expressly authorize Chillx to) disclose any information received from user to law enforcement or other government officials, as is necessary or appropriate in connection with the investigation and/or resolution of possible crimes/investigations, especially those that may involve personal injury.

9. THE USE OF CHILLX SERVICES

- a. We distribute Content and reserve the right to display and promote the filmed entertainment or other information through Chillx Services to you in any manner we choose in our sole and absolute discretion. In addition, the Chillx Services allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through Chillx Service are those of the respective authors or producers and not of Chillx, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Chillx, or its shareholders, directors, officers or employees or licensors be held liable for any loss or damage caused by your reliance on information obtained through Chillx Service. It is your responsibility to evaluate the information, opinion, advice, or other content available through Chillx Service;
- b. The use of Chillx Services and access to the Content are subject to you having the necessary hardware, software and network resources;
- c. We disclaim all warranties in relation to Chillx Services and the Content. In addition to the disclaimer of warranties therein, we do not guarantee that access to e Chillx Services or the Content shall be error free. Your access to Chillx Services or the Content and the quality of your use of the same shall be contingent on various factors beyond the control of Chillx, including the network resources used by you. We are not responsible for any costs that you incur while attempting to access Chillx Services or the Content, including payments towards internet and broadband access or any additional expenses incurred by you including charges imposed by your network service provider for 3G/4G/or roaming access;
- d. You may access Chillx Services and Content only in geographic locations where we offer Chillx Services. The Content available for watching may vary by geographic location. Chillx uses technologies to verify your geographic location and thereby limit your access to Content not available in such location;
- e. From time to time, we test various aspects of Chillx Services, including website, wapsite, Application, user interfaces, service levels, plans, promotions, features, availability of Content, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

10. SUBSCRIPTION AND FEATURES

- a. **Subscription:** Some of the features of the Chillx Services and the Content may be made available to our unregistered users. However, most of the features of the Chillx Services and the Content are available only to our registered users. To become a registered user, you will be required to provide certain information as well as make payments towards subscription through a third party payment gateway (“**Account**”). We may offer a number of subscription plans, including special promotional plans or subscription with different limitations. Some of these promotional subscriptions may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans.
- b. **Account Information and Security:** When creating your account, you must provide accurate and complete information. You are also responsible for maintaining the confidentiality of your Account, password and restricting access to your Chillx device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions and may be required to compensate Chillx for any losses arising out of them. You shall not use another user’s membership account without permission. You must notify us immediately of any breach of security or unauthorized use of your Account and you should also report this instance to all your card issuers, as well as your local law enforcement agency. In order to provide you with ease of access to your Account and to help administer the Chillx Services, Chillx implements technology that enables us to recognize you as the Account holder and provide you with direct access to your Account without requiring you to retype any password or other user identification when you revisit to use the Chillx Services. You are solely responsible for updating, maintaining the truth and accuracy of the information you provide to us relating to your Account.
- c. **Subscription Cancellation:** You may cancel your Chillx subscription at any time. We do not provide refunds or credits for any partial-month subscription periods or unwatched Content, whatsoever the case may be.
- d. **Change of Features and Content:** Chillx reserves the right to change, supplement, alter or remove any of its features or Content as it deems fit and a paid subscription does not guarantee continued access to such features.
- e. **Fair Use Restrictions:** Chillx may also place additional fair use restrictions including Restrictions on concurrent connections and time of usage of Chillx Services.
- f. **Advertisements:** Some of the services, facilities or features of the Chillx Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Chillx website/wapsite/Application, queries made through the Chillx Services or other information. The manner, mode and extent of advertising by Chillx through the Chillx Services are subject to change without specific notice to you. Chillx takes no responsibility for advertisements or any third party material, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the Chillx Services are between you and the advertiser, and you further agree that Chillx shall not liable for any loss suffered or claim that you may have against an advertiser.
- g. **Promotional Offers:** Chillx may from time to time, offer certain additional features or discounted access as promotional offers, free of cost or at discounted rates to its users/subscribers. Such promotional offers are offered by Chillx on an “as-is” basis without any warranty or obligation regarding such promotional offer, unless expressly provided otherwise. No promotional offer shall be deemed to imply any obligation on Chillx to continue to offering such or similar promotional offers. Any promotional offer made available by Chillx may not be combined with any other offers.
- h. **Gift a Movie:** If and when offered by Chillx, you may be permitted to purchase and transfer the right to access and view certain Content in accordance with our “Gift a Movie” promotional offer. All such transfers shall be in the form of a gift and without receiving any compensation or consideration for the same and shall be in accordance with the terms and conditions provided therein. Nothing contained herein shall entitle you to sell or offer for sale such rights or entitle you to provide the rights as part of any other promotional offer or competition without the express, prior and written consent of Chillx. The rights of the transferee to access and view the Content shall be subject to such transferee accepting and abiding by these Terms and becoming a registered user of Chillx. In the event of the transferee fails or refuses to become a registered user of Chillx and accept these Terms within ten (10) days, the rights to access and view the content shall lapse without any refund

to the transferor. This is a promotional offer and may be withdrawn at any time, for any reason without any prior notice or liability.

- i. **User Reviews:** We permit you to post reviews of Content available through the Chillx Services. We do not regularly select or review the Content posted on Chillx; however, we reserve the right to reject, remove or edit such Content at anytime without notice. You may not post reviews or otherwise disseminate on or through the Chillx Services, any content that is unlawful, harassing, libelous, tortious, abusive, offensive, threatening, or obscene, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities or physical harm against anyone. You understand and agree that we may, but are not obligated to, review the Content and delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason.
- j. **Facebook Access:** For subscribers in certain countries/geographical locations, you can connect your Chillx account to your Facebook account. This feature requires you to accept and comply with the terms of service and privacy policy of Facebook. If you choose to connect, you'll be able to take advantage of various social features we will be creating as part of the Chillx Service, as well as features available on Facebook. In addition, Chillx may personalize and otherwise seek to enhance your experience based on your information from your Facebook account. By connecting your Chillx Account to your Facebook account, you acknowledge and agree that you are consenting to the continuous release of information about you to others, including to Facebook (in accordance with your privacy settings on Facebook and your account settings on Chillx). If you do not want information about you, including information such as your viewing activity, to be shared in this manner, do not use the Facebook connect feature. Chillx disclaims all warranties in relation to and all liabilities arising from any use of your personal information by Facebook or any other third party.
- k. **Streaming Software/Software Plug-ins:** Any software, including any files, images generated by the software, code, and data accompanying the software, used or accessible through Chillx may be used by you solely for accessing and using Chillx for purposes expressly stated herein. Chillx retains full and complete title to all intellectual property rights and other proprietary rights subsisting in or used in relation to such software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any such software.

11. BILLING AND PAYMENT

- a. We may use a third party payment gateway to process payments made for Chillx Services. The third party payment gateway service provider will require certain financial information including your credit card /debit card or other banking information. Other than providing a confirmation upon receipt of payment against a subscription account, Chillx disclaims any and all liabilities in relation to your payment processing by such third party payment gateway service provider and the collection and processing of any information provided to party payment gateway service provider. While using such payment gateways to make payments to Chillx, you will be required to accept these Terms and privacy policies of such payment gateway service provider. We request you to please make yourself familiar with these Terms and privacy policies of your respective payment gateway service provider before using such service.
- b. You cannot change your payment method during the tenure of your subscription. In case of failure of payment, we reserve a right to terminate the subscription offered to you.
- c. Subscription amount will be billed at the beginning of your subscription membership/period and on each subsequent renewal automatically unless and until you cancel your subscription or it has been discontinued.
- d. The subscription fees billed are non-refundable irrespective of whether the subscription has been availed by you or not.
- e. We, at our sole discretion, reserve a right to modify to discontinue Chillx with or without notice to you or in any manner.
- f. We reserve the right in following cases:

- i. Replace or withdraw subscription packages;
 - ii. Change the number of hours of any Content;
 - iii. Blackout any Content; and
 - iv. Modify the prices for subscription packages.
- g. Content is being provided by third parties and availability of such Content is beyond our control. Additionally, we shall have the right, but not the obligation, to refrain from providing to you any Content in the interest of national security or in the event of emergency / war or similar situation or if the Content is anti-national, promotes political / religious propaganda, is against public policy, is banned or restricted from being distributed under any applicable law or otherwise determine that it is objectionable or obscene or is derogatory to any person or class of persons, hurts the religious sentiments of any religious group or infringes the privacy rights of any individual(s) or is not in the interest of our subscribers or the general public.

12. ROLE OF CHILLX AS AN INTERMEDIARY

- a. We are an intermediary, as defined under the Information Technology Act, 2000. As part of our obligations under the Information Technology Act, 2000, upon receiving actual knowledge that any information, data or communication link residing in or connected to a computer resource controlled by us is being used to commit an unlawful act, we are required to remove or disable access to such material.
- b. If you believe your work has been reproduced or distributed through the Chillx Services in a way that constitutes copyright infringement or are aware of any infringing material available through the Chillx Services or if you have tangible and conclusive information that any of the material made available through Chillx is illegal, please notify us through email at chillx.support@funongo.com
- c. The notification must be in writing and where the claim relates to one of copyright infringement, the notification must contain a description of the copyrighted work that is claimed to have been infringed, authorization to act on behalf of the copyright owner, details of what material is allegedly infringing, how the infringement has occurred/is occurring, the location of the same within the Chillx Services and your contact details. Where the claim relates to one of illegal content, the notification must include tangible and conclusive information that the material made available through the Chillx Services is illegal under the laws of India.

13. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

- a. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL CHILLX BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, REMOTE OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE CHILLX, LOSS OF DATA OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE, AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY CHILLX, AND EVEN IF CHILLX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CHILLX BE LIABLE FOR ANY DAMAGES IN EXCESS OF YOUR LAST RECHARGE AMOUNT FOR CHILLX. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- b. The Chillx Services, including website/wapsite/Application and user interfaces, and all Content and software associated therewith, or any other features or functionalities associated with the Chillx Service, are provided "as is" and "as available" with all faults and without warranty of any kind. To the fullest extent permissible pursuant to applicable law, we, our affiliates and our licensors/licensees make no representations or warranties of any kind with respect to the Chillx Services, website/wapsite/Application and user interfaces, and all Content and software associated therewith, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.
- c. Chillx assumes no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of any advice, opinion, statement or other content or of any products or services advertised by third parties through the Chillx Services. Chillx does not make any warranty that the Chillx Services or the Content will meet the your requirements, or that the Chillx Services or the Content will be uninterrupted, timely, secure, free from be free from errors, interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion, or that defects, if any, will be corrected.
- d. You expressly agree that use and access of the Chillx Services, including all Content, data or software distributed by, downloaded or accessed from or through the Chillx Services, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your computer system or loss of data that results from the download or access of such Content, data and/or software.
- e. We do not make any representations with respect to the contents and composition of the Content from the Chillx Services or the descriptions of any movie or TV show content contained on our website and user interfaces. We do not endorse, condone, support or make any warranties regarding accuracy or completeness of any statements, representations, advice, views or opinions contained in any of the Content or advertisements. All such statements, representations, advice, views or opinions may be partly or entirely fictional, exaggerated or false and the licensors of such Content or advertisement are solely responsible for the same.
- f. Chillx assumes no responsibility for any damages suffered by you, including, but not limited to, loss of data from delays, non-deliveries of Content or email, errors, system down time, mis-deliveries of Content or email, network or system outages, file corruption, or service interruptions caused by the negligence of Chillx, its affiliates, its licensors, or your own errors and/or omissions. Except as provided under the 'Privacy Policy', Chillx disclaims any warranty or representation that confidentiality of information transmitted through the Chillx Services will be maintained. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Chillx or its affiliated parties.
- g. Chillx may provide the Chillx Services, links to web sites operated by other entities. If you use these sites, you may leave this website based on your browser settings and may not be able to complete or may have to re-do certain operations through the Chillx Services. If you decide to visit any linked site, it is done so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Chillx makes no warranty or representation regarding, and does not endorse, any linked web sites or the information appearing thereon or any of the products or services described thereon. The links do not imply that Chillx, its affiliates or its licensors sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Chillx.
- h. The disclaimers provided herein are supplementary to the Legal Disclaimer and shall neither substitute nor limit the other.
- i. IN NO EVENT SHALL CHILLX BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON THE YOUR INFORMATION HANDLING SYSTEM THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, AND FUNCTIONS OF THE Chillx SERVICES, EVEN IF Chillx IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES HERETO ACKLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

14. INDEMNITY:

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CHILLX, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) THAT SUCH INDEMNIFIED PARTIES MAY INCUR AS A RESULT OF OR ARISING FROM (A) ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, YOUR USER GENERATED CONTENT, FEEDBACK, OR ANY OTHER CONTENT) YOU (OR ANYONE USING YOUR ACCOUNT) SUBMIT, POST, OR TRANSMIT ON OR THROUGH CHILLX; (B) YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE CHILLX; (C) YOUR (OR ANYONE USING YOUR ACCOUNT'S) VIOLATION OF THESE TERMS; OR (D) YOUR (OR ANYONE USING YOUR ACCOUNT'S) VIOLATION OF ANY RIGHTS OF ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF ANY PERSON OR ENTITY. CHILLX RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH CHILLX IN ASSERTING ANY AVAILABLE DEFENSES.

15. OTHER TERMS

- a. **Termination:** We reserve the right to terminate or restrict your use of Chillx Service, without notice, for any or no reason whatsoever. Chillx may also impose limits on certain features and services or restrict your access to parts or all of the Chillx Services without any notice or liability.
- b. **External Links to Chillx Service:** All links to the Chillx Service i.e. website/wapsite/Application must be expressly approved in writing by Chillx and shall be subject to the following conditions: (i) the link is a text-only link containing only the name “Chillx” and not to any other page of the website; (ii) the link, when activated by a user, displays that page full-screen in a fully operable and navigable browser window and not within a frame on the linked website; (iii) the appearance, position, and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Chillx nor be such as to damage or dilute the goodwill associated with the name and trademarks of Chillx, its affiliates or licensors; and Chillx reserves the right to revoke or alter the terms of such consent to link at any time in its sole discretion.
- c. **Export Control Regulations:** You hereby agree to comply with all applicable laws regarding software and the transmission of technical data exported from the country in which you reside.
- d. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of India without regard to conflicts of laws provisions. Chillx makes no representation that the Chillx Services or the Content provided is appropriate or available for use outside India. You are advised not to access or use Chillx Services from a jurisdiction which restricts you from accessing Chillx Services.
- e. **Severability:** If any part of these Terms is held illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed separable from the remaining parts of these Terms and shall not affect or impair the validity of enforceability of the remaining provisions of these Terms. If any part of these Terms is found to be unreasonable by a court of competent jurisdiction, such term shall be limited to the extent considered reasonable and continue to remain valid and enforceable.
- f. **Waiver:** Please report any violations of these Terms to chillx.support@funongo.com Chillx shall determine how to deal with violations of its Terms on a case-by-case basis. Chillx’s response to any particular violation of these Terms may not be construed as a waiver of any of these provisions, nor may you rely upon Chillx’s response to a particular violation of this policy in your actions. You should not assume that Chillx is even aware of violations of these Terms that you may find. A waiver of any term or condition hereof in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

16. DISPUTE RESOLUTION MECHANISM: Chillx makes reasonable efforts to ensure that all necessary licenses are procured for the content displayed on the website/wapsite/Applications, and the application that is available on various platforms such as iOS, android, windows etc. Chillx is committed to ensure that only non-infringing content with proper licenses is published on OZEE for viewing by its end users. In order to facilitate this, Chillx has set up a Dispute Resolution Mechanism to enable owners of the rights in the content to report any infringement of their intellectual property rights. If you believe, in good faith, that your intellectual property rights have been infringed by display of Content on Chillx, you will be required to notify us by sending us an email to partner@funongo.com with the following details. Please note that the email is required to be sent by the owner or the person duly authorized by the owner to share the information in the manner as provided herein: 1. Identification or description of the content with respect to which there is a claim; 2. Documents in support of the claim made by you relating to the ownership of the content; 3. A representation that all information provided by you is accurate and that you are the rightful owner of copyright in the content or person duly authorized by the owner of the copyright in the content. On receipt of a report from you in the manner as provided above, we will immediately notify the licensor of your claims. In the event the licensor fails to respond to the notice within a period of seventy-two (72) hours, we will take down the disputed content. If the licensor shares valid documentation to prove its ownership of the content, we will notify the same to you and share the contact details of the relevant licensor in order to enable you to raise a claim directly against such licensor. Subsequent to issuance of notice by you, if you change your mind, or would like to correct any information provided by you in your notice, you may retract or edit your claims by writing to us at partner@funongo.com . Please do not raise any false claims. Any fraudulent actions by you pursuant to this mechanism or misuse of this mechanism shall have legal consequences.

17. FEEDBACK:

We welcome and encourage you to provide feedback, comments and suggestion for improvements. You may submit the feedback by emailing us at partner@funongo.com. The feedback provided by you shall be the sole and exclusive property of Chillx. You hereby irrevocably assign all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. You hereby agree that we shall not be under an obligation to take any action pursuant to the Feedback provided by you. It will be the sole discretion of us to decide whether or not to take any action against your feedback. You expressly agree to indemnify and keep Chillx harmless against any liabilities that may suffered or incurred by us as a consequence of any action taken by us pursuant to your Feedback.

18. REFUND POLICY (No Refund): The users assumes the responsibility for the payment, and no refunds will be issued.

19. SPECIAL NOTE TO INTERNATIONAL USERS

Chillx is hosted in India and is intended for and directed to Users worldwide. If you are a User accessing our website from any other country with laws or regulations governing personal data collection, use, and disclosure, that differ from the laws of India, please be advised that through your use of our website, this Privacy Notice, and these Terms, you are transferring your personal information to India and you consent to that transfer. We will only be complying with the legal provisions on the subject matter as applicable in India from time to time.

20. GRIEVANCE OFFICER

In accordance with Information Technology Act, 2000 and Rules made thereunder, if you notice any discrepancies in the information provided or have any grievance against the Chillx, You may contact our Grievance Officer. The name and contact details of the Grievance Officer are:

[Devender Kumar]
Address: 15th Floor – Lotus Grandeur, Veera Desai Road, Andheri(w), Mumbai - 400053
Email : devender@funongo.com
Contact number: 9833019866

Monday to Friday except Public Holidays (10:00 AM to 6:00 PM)

Disclaimer: Please note that the Grievance Officer shall address complaints exclusively pertaining to Information Technology Act, 2000 and the Rules made there under. If you have any specific consumer complaints or any other complaints you may write an email to us at [insert id]. Any complaints to the Grievance Officer other than those related to the Information Technology Act, 2000 and Rules made there under will not be entertained by the Grievance Officer and will not be deemed to have been filed.

Important Warning: Giving false, misleading or inaccurate information in the Notice to us may result in civil and/ or criminal liability.

21. PRIVACY POLICY

All details and information provided by you shall in accordance with the privacy policy detailed out at www.chillx.co.in.

22. RELATIONSHIP:

The relationship between us and you is on principal-to-principal basis. You are in no way our legal representative, partner, or agent for any reason whatsoever.

23. CONFIDENTIALITY:

Any information provided by Chillx to you shall be considered as confidential information. It shall be your duty to take necessary precautions not to disclose any confidential information of Chillx to third parties.

24. ASSIGNMENT:

These Terms accepted by you shall be confined only to you and you shall not assign, transfer, sub-contract or otherwise part with these Terms or any rights / obligation without prior consent of Chillx. Non-consensual assignment shall be considered as null and of no effect. However, we shall have the sole discretion to transfer or assign these Terms to any third party, without restriction. The Terms and conditions shall be binding upon the parties, their successors, their personal representatives and permitted assignees.

25. ELECTRONIC COMMUNICATION:

All data, information, communication shall be done electronically. You hereby agree to receive communications via electronic records from us from time-to-time, as and when required. We are at sole discretion to communicate via email or messages on your mobile number available with us and this shall be considered adequate service of notice and electronic record.

We may communicate for the following purposes-

- a) To obtain feedback regarding service;
- b) To contact you for offering new products or services, whether offered by us, or our respective affiliates or partners.

In case you have indicated any “do not disturb” preferences on your telecom service provider, and registered yourself on national customer preferences register/ “do not disturb” or similar

list. It is requested that your registered preferences allow for communication to be sent to you in accordance with above provisions.

26. NOTICE

Any notices or other communications required will be in writing and emailed to us at chillx.support@funongo.com . For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

27. SUPERSEDING EFFECT:

- a. These Terms mentioned herein shall supersede and replace all prior terms and conditions. It is to be noted that we will not be liable to you or your representatives, agents, or employees for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone.
- b. It is our sole discretion to change, amend the terms and condition from time to time. We are under no obligation to notify you any changes to these Terms. It is your duty to read terms and condition periodically and from time to time.
- c. After reading the updated terms you may either affirm the same by continuing to use it or terminate the agreement by not using it in the future.

28. PERMISSION TO USE

We hereby grant you permission to use Chillx as set forth in these s Terms, provided that: (i) your use of Chillx as permitted is solely for your personal, non-commercial, legal, ethical and non-vindictive, non-discriminatory and non-racial use; (ii) you will not copy or distribute any part of Chillx in any medium without prior written authorization consent from us; (iii) you will not alter or modify or circulate any part of Chillx other than as may be reasonably necessary to use Chillx for its intended purpose, subject to restrictions by us at any time either prior to or after the use, without assigning any reasons whatsoever; and (iv) you will otherwise comply with these Terms.

29. COMPLIANCE WITH LAWS

Buyer and seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using payment facility and Chillx.

30. ENFORCEMENT AND CONTACT

- a. We regularly review our compliance with these Terms. If you have questions about this statement or believe that we have not adhered to it, please contact us at: chillx.support@funongo.com When we receive formal written complaints, it is Chillx's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Chillx and an individual.
- b. Information governed by these Terms is collected and stored by:
FunOnGo Media & Entertainment LLP
15th Floor – Lotus Grandeur, Veera Desai Road, Andheri West, Mumbai – 400053.
- c. Where any other agencies are engaged by Chillx to collect, store or process any information governed by these Terms, the names and addresses of such agencies shall be notified.