

PEXit LICENSE AGREEMENT

This **LICENSE AGREEMENT** shall govern the use of PEXit and related software and services.

1. Definitions

- 1.1 "Licensed programs" shall mean PEXit and related software for use on computer network, computers, tablets, mobile phones and any other devices using Apple iOS or Android or Windows or any other operating system and each update or modification of all or any part of the licensed programs, used in accordance with provisions of this license. The licensed programs include services such as apps, technical support, free and paid services and/or any content/information provided as a part of such services.
- 1.2 The licensed programs are designed and developed by InfoPlant Technologies Private Limited, an Indian company located in Bengaluru, India and hence the Intellectual Property Rights for the licensed programs rest solely with InfoPlant Technologies Private Limited, hereinafter referred to as "LICENSOR".
- 1.3 "LICENSEE" herein below shall mean and include an individual, or a group, or a corporate entity or any other entity that use(s) the licensed programs in accordance with this license.
- 1.4 LICENSOR and LICENSEE are collectively called "The Parties".
- 1.5 By using PEXit, LICENSEE acknowledges that LICENSEE has read this license agreement, the Privacy and Cookies Policy and the Terms for Paid Services provided in PEXit's Home Page > Terms (collectively hereinafter referred to as "the Agreement") and agree to all terms and conditions stated in the Agreement.
- 1.6 "Information" means facts and other data about LICENSEE, LICENSOR, other licensees and third parties.
- 1.7 "Content" means anything that may be posted, provided or shared within the licensed programs by LICENSEE, LICENSOR and other licensees.

2. License

- 2.1 By clicking "Join Now", "Log In" or similar buttons, accessing or using the licensed programs and related services, LICENSOR grants and LICENSEE accepts a non-exclusive, non-transferable license to use the licensed programs and related services for LICENSEE's own purposes in accordance with the provisions of the Agreement.
- 2.2 If the terms and conditions of the Agreement are not acceptable to LICENSEE, LICENSEE should NOT click "Join Now", "Log In" or similar buttons in the licensed programs and should NOT access and use the licensed programs and related services.
- 2.3 LICENSEE confirms that LICENSEE is not already restricted by LICENSOR from using the licensed programs. In case LICENSEE is so restricted, LICENSEE shall not access or use the licensed programs and related services without obtaining prior approval from LICENSOR.

3. License Restrictions

- 3.1 In case LICENSEE is an individual, then to enter into the Agreement LICENSEE should be of "Minimum Age" as prescribed by the laws of the country in which LICENSEE resides.

3.2 LICENSEE shall choose a strong password for the use of the licensed programs and shall keep LICENSEE's password confidential and secure, in order to avoid LICENSEE being held responsible for any untoward incident that may happen through LICENSEE's account assigned by LICENSOR for use of the licensed programs.

3.3 The Parties agree that only LICENSEE owns and is responsible for all of the content including postings, feedback and other information entered by LICENSEE into the licensed programs and not LICENSOR.

The Parties also agree that only LICENSOR owns and is responsible for all of the content including postings, feedback and other information entered by LICENSOR into the licensed programs and not LICENSEE.

3.4 LICENSEE promises to enter only those information and content for which LICENSEE has the right to use and/or share and that such information and content do not violate any governing laws and/or any intellectual property rights of any third party.

3.5 For LICENSEE's account or any part of LICENSEE's information and content, LICENSEE shall choose a user name or similar identifier that does not violate copyright or trademark of any third party. If it does, LICENSOR reserves the right to remove such information and content from the licensed programs.

3.6 LICENSOR confirms that the information and content posted by LICENSEE inside the licensed programs is securely hosted in Amazon EC2 which confirms implementation of reasonable and appropriate measures designed to help LICENSOR secure LICENSEE's information and content against accidental or unlawful loss, access or disclosure. However, LICENSOR shall not guarantee the same.

3.7 LICENSEE accepts that when LICENSEE uses any part of the information and content posted by other licensees of the licensed programs, LICENSEE is doing so at LICENSEE's own risk and LICENSOR is not responsible for the correctness, completeness and quality of such information and content posted by other licensees and for any damages resulting from the use of such information and content by LICENSEE.

3.8 The licensed programs allow the licensees to post products, services and/or software. LICENSOR is only a facilitator of e-Commerce and as such LICENSOR does not offer any warranty of merchantability or fitness for LICENSEE's purpose on those products, services and/or software. Also, LICENSOR does not endorse or guarantee that those products, services and/or software are defect-free or error-free or do not violate any ownership including intellectual property rights. LICENSEE assumes full responsibility for the selection and eventual purchase of the products, services and/or software posted by other licensees and the entire risk as to the ownership or quality and performance of those products, services and/or software solely rests with LICENSEE.

3.9 In case LICENSEE purchases "Paid Services" such as Sponsored Content, Posting of Job Openings, Advertisements, Products, Services and Software, LICENSEE agrees to pay LICENSOR the applicable fees and taxes as per LICENSOR's payment terms. LICENSOR has the sole right to change the applicable fees for LICENSOR's Paid Services at any time without any prior notice.

LICENSEE hereby authorizes LICENSOR's Payment Gateway(s) to receive LICENSEE's payment methods (such as credit cards, debit cards etc.) to make payments for Paid Services rendered by LICENSOR and to store such LICENSEE's payment methods to facilitate timely payments for continuing such paid services without interruptions. LICENSEE understands that LICENSEE's payment information is not received and/or stored by LICENSOR, but is received and/or stored only by LICENSOR's Payment Gateway(s) and hence LICENSOR shall not be held responsible and liable for any misuse of LICENSEE's payment information. In addition, by providing and/or storing such LICENSEE's payment information with LICENSOR's Payment

Gateway(s), LICENSEE agrees to the terms and privacy policy of LICENSOR's Payment Gateway(s).

In case the licensed programs are used on mobile phone or similar devices, LICENSEE should be aware that LICENSEE's carrier's normal rates, such as messaging and data charges, will still be payable by LICENSEE, in addition to the applicable fees and taxes for LICENSOR's Paid Services.

- 3.10 By this license, LICENSEE accepts that LICENSOR has the right to send messages, notices, emails etc. from time to time to inform LICENSEE about enhancements and bug fixes to the licensed programs, new products and services offered by LICENSOR, any new license restrictions, security issues etc.
- 3.11 The licensed programs do allow messaging and sharing of information including drawings, reports, photos, videos, presentations etc. by LICENSEE with other individuals, groups etc. inside the licensed programs. Once such information is shared by LICENSEE with other licensees, then those other licensees have the right to see, copy and use such LICENSEE's information as they so desire and LICENSOR shall not be held responsible for such use of LICENSEE's information by those other licensees.
- 3.12 LICENSOR shall have the sole right to update and upgrade the licensed programs by way of adding enhancements, fixing bugs, modifying/limiting/deleting features etc. and LICENSEE gets to use the licensed programs on an "as is" basis. Suggestions for improvements and/or bug fixes to the licensed programs are always welcome from LICENSEE and LICENSEE agrees that LICENSOR can use and share (but is not obligated to) such LICENSEE's feedback without any compensation to LICENSEE. LICENSOR also has the right to suspend or close any part or all of the licensed programs and related services by providing prior notice to all licensees including LICENSEE.
- 3.13 By this license, LICENSEE permits LICENSOR to keep backup copies of the information and content entered by LICENSEE into the licensed programs. In case LICENSOR keeps such backup copies, they will be kept only for a reasonable period of time (normally only to the extent required by governing laws).
- 3.14 When LICENSEE deletes any part of LICENSEE's information or content, it gets deleted from the database of the licensed programs (in a manner similar to emptying the recycle bin on a computer). However, LICENSEE understands and accepts that the removed content may still persist in backup copies. Such removed content will not be available to LICENSEE and all other licensees.
- 3.15 LICENSOR confirms that LICENSOR will not use any part of LICENSEE's content and information in LICENSOR's advertisements for their products/services/software without LICENSEE's prior consent. However, LICENSOR has the right to place advertisements near LICENSEE's content and information without any compensation to LICENSEE or others.
- 3.16 In case LICENSEE uses built-in third party interfaces for the creation, submission and delivery of any advertising or other commercial or sponsored activity or content, LICENSEE agrees to comply with that third party's terms and policies related to such activities.
- 3.17 LICENSOR has the right to make formatting changes to the content/information of LICENSEE (by way of modifying size, layout, font type and size, etc.) without modifying LICENSEE's content/information.
- 3.18 *For safety of LICENSEE's information and content, LICENSEE shall honour and follow the Dos and Don'ts listed in Schedule A of this license agreement. LICENSOR shall have the sole right to amend Schedule A of this agreement from time to time and LICENSEE shall continue to honour the Dos and Don'ts listed in such amended Schedule A.*

- 3.19 *LICENSOR retains the right to delete / hide any objectionable part of LICENSEE's content / information (as determined solely by LICENSOR) without obtaining any prior consent from LICENSEE.*
- 3.20 *LICENSOR reserves the right to restrict, suspend or terminate LICENSEE's account to access and use the licensed programs if LICENSOR believes LICENSEE is in breach of the Agreement or applicable laws or is violating any of the Dos and Don'ts listed in Schedule A of this license agreement. Such restriction, suspension or termination shall continue until LICENSOR is reasonably assured by LICENSEE that LICENSEE shall not breach anymore any part of the Agreement or applicable laws or the Dos and Don'ts.*
- 3.21 LICENSEE shall not modify, create derivative works of, decompile, or otherwise attempt to extract any part of the source code of the licensed programs, unless LICENSEE is expressly permitted to do so under an open source license or by a written permission from LICENSOR.
- 3.22 PEXit, "px" logo and any other service marks or graphics or logos used in connection with the licensed programs are trademarks of LICENSOR. LICENSEE shall not use LICENSOR's copyrights or trademarks or any confusingly similar marks, except as expressly permitted by LICENSOR.
- 3.23 LICENSEE understands and acknowledges that it is granted only those rights set out in the Agreement and no other rights.
- 3.24 Nothing in the Agreement shall prevent LICENSOR from complying with the governing laws of the country in which LICENSEE resides.

4. Protection of Proprietary Material

- 4.1 This license agreement does not convey to LICENSEE any rights of ownership in the licensed programs. All title, interest, copyright and other proprietary/intellectual property rights to the licensed programs and in any ideas, know-how and programs which are developed by LICENSOR in the course of providing any related services, including any enhancements or modifications made to the licensed programs, shall at all times remain with LICENSOR. LICENSEE acknowledges and agrees that the licensed programs are licensed for use only, and not sold.
- 4.2 LICENSEE shall take all reasonable precautions to preserve LICENSOR's copyrights, trademarks and other proprietary rights included in the licensed programs and any related software and services and shall not remove them.

5. Limited Warranty

- 5.1 LICENSOR warrants that LICENSOR has the legal right to grant the license set forth in this license agreement.
- 5.2 LICENSOR tries to keep the licensed programs up and running, bug-free and safe; but, LICENSEE gets to use the licensed programs only on an "as is" and "as available" basis and at LICENSEE's own risk.
- 5.3 Except as set forth in Articles 5.1 and 5.2 above, LICENSOR makes no warranties, either expressed or implied, as to any matter whatsoever including, without limitation, the condition of the licensed programs or of any associated services, their merchantability or their fitness for any particular purpose or non-infringement (excepting for intellectual property infringement covered under Article 7.1 herein below). LICENSOR does not warrant that the functions contained in the licensed programs will meet LICENSEE's requirements. Except as set forth in Articles 5.1 and 5.2 above, LICENSOR does not warrant that the operation of the licensed programs will be

uninterrupted or error free or that the associated services are error free or that the licensed programs including the contents and information of all licensees will always be safe and secure.

- 5.4 LICENSEE assumes full responsibility for the selection and use of the licensed programs to achieve LICENSEE's intended purposes and for the results/outputs obtained from use of the licensed programs. The entire risk as to the quality and performance of the licensed programs is with LICENSEE.
- 5.5 LICENSOR is not responsible for the actions, content, information or data of third parties (including all other licensees), and LICENSOR and LICENSOR's directors, officers, employees and agents are not liable for any claims and damages, known and unknown, arising out of or in any way connected with any claim LICENSEE has against any such third parties.

6. Limitation of Remedies

- 6.1 Except for LICENSOR's Indemnification obligations under Article 7.1 for intellectual property infringement, in no event LICENSOR's entire liability and LICENSEE's exclusive remedy, for breach of Warranty provided in Articles 5.1 and 5.2 above and for all claims in the aggregate, shall exceed an amount equalling USD 100 in connection with the use of the licensed programs.
- 6.2 Excepting for direct damages as provided in Article 6.1 above, in no event will LICENSOR be liable to LICENSEE for any other damages, including any loss of data, loss of reputation, loss of profits, loss of savings or other indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the licensed programs and/or the related services even if LICENSOR or its agent has been advised of the possibility of such damages, or for any claim by any other party.

7. Indemnification

- 7.1 LICENSOR shall indemnify, defend and hold harmless LICENSEE from any action brought against LICENSEE to the extent that it is based on a claim that any portion of the licensed programs infringes any intellectual property of any third party, unless such claim arises from the use of a superseded or modified release of the licensed programs or from the use and operation of combination of the licensed programs with programs, data, equipment or materials not provided by LICENSOR, if such infringement would have been avoided by use of the current or unmodified release or from the use of the licensed programs without such programs, data, equipment or materials.
- 7.2 In case of any claim against LICENSOR related to LICENSEE's actions, content or information inside the licensed programs, LICENSEE will indemnify and hold LICENSOR harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- 7.3 Although LICENSOR provides rules for the conduct of all licensees of the licensed programs, LICENSOR does not control or direct licensees' actions and LICENSOR is not responsible for the content or information licensees transmit or share through the licensed programs. LICENSOR is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information that licensees may encounter in the licensed programs. LICENSOR is not responsible for the conduct, whether online or offline, of any licensee of the licensed programs.

8. Termination

- 8.1 In addition to the termination provision stated in Article 2.2 above, the Parties can terminate the Agreement at any time with or without cause and with or without notice to the other party. On termination, LICENSEE loses the right to access or use the licensed programs and related software and services.
- 8.2 Even after terminating the Agreement, the following shall survive.
- LICENSOR's right to use and disclose LICENSEE's feedback covered under Article 3.12 above,
 - Other licensees of the licensed programs have the rights to further re-share the content and information shared by LICENSEE to the extent already copied or re-shared by those licensees prior to the date of termination,
 - Articles 4, 5, 6, 7 and 9 of this Agreement, and
 - Any amounts owed by either party to the other party prior to termination remain owed after termination.

9. GENERAL PROVISIONS

- 9.1 LICENSEE shall not assign or transfer the Agreement or LICENSEE's use of the licensed programs without the express written consent of LICENSOR.

In the event of LICENSEE's demise or winding up or dissolution or insolvency, upon receipt of proof of LICENSEE's death or winding up or dissolution or insolvency, LICENSOR shall terminate LICENSEE's account.

However, all of LICENSOR's rights and obligations under the Agreement are freely assignable by LICENSOR in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise, without the consent of all licensees including LICENSEE.

Other than the above, there are no third party beneficiaries to the Agreement.

- 9.2 The Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior written agreements and understandings relating thereto.
- 9.3 LICENSOR has the right to waive, alter, modify or cancel any of the provisions of the Agreement and/or add new provisions to the Agreement at any time without notice to LICENSEE. It is understood that such changes to the terms of the Agreement shall not be retroactive. LICENSEE's continued use of the licensed programs, following the said changes to LICENSOR's terms, policies or guidelines, constitutes LICENSEE's acceptance of LICENSOR's amended terms, policies or guidelines.
- If LICENSEE does not agree with LICENSOR's amended terms, policies or guidelines, then LICENSEE should discontinue the use of the licensed programs and related services and LICENSOR shall not be liable for such discontinuation by LICENSEE.
- 9.4 No delay or failure of LICENSOR to exercise any right to enforce the Agreement or to remedy a breach of the Agreement shall operate as a waiver thereof.
- 9.5 In the event that one or more of the provisions of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

- 9.6 Only the English version of the Agreement is binding on the Parties and all other translations of the Agreement are for convenience only.
- 9.7 The Agreement shall be subject to and interpreted in accordance with the laws of India, and the courts at Bengaluru, Karnataka State, India shall have the jurisdiction.
- 9.8 The current contact details for the LICENSOR are as follows.

InfoPlant Technologies Private Limited
7 Crescent Road, High Grounds
Bangalore 560 001, India
Email: sales@pexit.net

By clicking “Join Now” or “Log In” or similar buttons in the licensed programs, LICENSEE acknowledges that LICENSEE has read this license agreement, the Privacy and Cookies Policy and the Terms for Paid Services provided in PEXit’s Home Page > Terms (collectively referred to as “the Agreement”) and agree to all terms and conditions stated in the Agreement.

SCHEDULE A

PEXit's Dos and Don'ts

A.1. Dos.

LICENSEE agrees that LICENSEE will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Post accurate profile information and keep them updated;
- Use LICENSEE's real name on LICENSEE's profile;
- Use the licensed programs and related services in a professional manner.
- Update immediately LICENSEE's account details in case LICENSEE changes or deactivates the mobile phone or email address used in accessing the licensed programs, in order to ensure that LICENSOR's messages are not sent to the third party who acquires LICENSEE's old mobile number or email address.
- Provide consent and all rights required to enable users to sync (including through an application) their devices with any information visible to them on the licensed programs.

A.2. Don'ts.

LICENSEE agrees that LICENSEE will not:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting an email address in the "title" or any other field, or including any personally identifiable information such as telephone numbers, street addresses etc. for which corresponding fields are not provided by the licensed programs);
- Create more than one personal account, in case the LICENSEE is an individual;
- Use an image or photo that does not resemble you for your profile;
- Create a false identity on the licensed programs;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a profile for any real person other than yourself;
- Invite people you do not know to join your network;
- Tag users or send email invitations to non-users without their consent
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer) such as identification documents, sensitive financial information etc.);
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of LICENSOR, including, without limitation, using the word "PEXit" or LICENSOR's logos in any business name, email, or URL except as authorized by LICENSOR;
- Use PEXit invitations to send messages to people who do not know you or who are unlikely to recognize you as a known contact;

- Post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” etc.
- Send messages to distribution lists, newsgroup aliases, or group aliases;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the licensed programs;
- Create profiles or provide content that promotes escort services or prostitution.
- Engage in unlawful multi-level marketing such as a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others (including LICENSOR’s) available on the licensed programs (except as expressly authorized in the Agreement);
- Copy or use the information, content or data of others (including LICENSOR’s) available on the licensed programs in connection with a competitive service;
- Copy, modify or create derivative works of the licensed programs, or any related technology (except as expressly authorized under the Agreement);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the licensed programs or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by LICENSOR without LICENSOR’s express consent (e.g., representing yourself as an accredited LICENSOR’s trainer);
- Rent, lease, loan, trade, sell/re-sell access to the licensed programs or any content or information from the licensed programs;
- Sell, sponsor, or otherwise monetize a Group or any other feature of the licensed programs, without LICENSOR’s consent;
- Deep-link to the licensed programs for any purpose other than to promote your profile or a Group on the licensed programs, without LICENSOR’s consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the licensed programs;
- Remove, cover or obscure any advertisement included in the licensed programs;
- Collect, use, copy, or transfer any information obtained from the licensed programs, excepting as permitted by the license agreement, without the consent of LICENSOR;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the licensed programs or any related data or information;
- Use bots or other automated methods to access the licensed programs, add or download contacts, send or redirect messages;
- Monitor the availability, performance or functionality of the licensed programs for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the licensed programs;
- Access the licensed programs except through the interfaces expressly provided by LICENSOR, such as its mobile applications and pexit.net;
- Override any security feature of the licensed programs; and/or
- Interfere with the operation of, or place an unreasonable load on, the licensed programs (e.g., spam, denial of service attack, viruses, gaming algorithms).