

Terms and Conditions

1. Introduction

Your use of the products and/or services (hereinafter referred to as "Services") currently offered or to be offered in future by "SYNDESEIS INTERNATIONAL PRIVATE LIMITED.", its subsidiaries, affiliates, licensors, associates and partners (hereinafter referred as "SIPL" or "Company") through the website www.cuddll.com (hereinafter referred as "Website" Website will also mean the Website/ Mobile Application/Tool) is subject to and governed by these Terms of Service (hereinafter referred as "Terms").

You understand that the Terms will be binding on you. You agree that Services offered on the Website can be accessed only in accordance with the Terms and you shall be responsible to comply with the Terms at all times. You are responsible to be aware of and agree to abide by the Terms as published and periodically amended or modified by SIPL. If any of the Terms are determined to be unlawful, invalid, void or unenforceable for any reason by any judicial or quasi - judicial body in India, it will not affect the validity and enforceability of the remaining Terms.

Our failure or delay to act or exercise any right or remedy with respect to a breach of any of the Terms by you shall not be construed as a waiver of our right to act with respect to the said breach or any prior, concurrent, subsequent or similar breaches.

We reserve the right to amend, modify or change any of the terms of this Agreement at any time, and it is advisable to regularly look at these terms. We shall give notice of such changes ("Notice") either by email notification to the email address provided to us by you upon registration, or by posting the amended Agreement on the Site. Such modifications could include changes to any of the Terms. If you do not agree with the terms of the amended Agreement, you may terminate your use of the Services by notifying us that you wish to terminate your Account. Your continued use of the Services will be deemed to constitute your acceptance of the changes to the Agreement.

2. Ownership

Use of the www.scenes.social name and any of the other names or marks associated with the Site, the Services or the Software is strictly forbidden, unless it is used with the express written permission of the Company. The Site, the Services and the Software, including its code, documentation, appearance, structure, and organization is an exclusive product of the Company, which retains all rights, tangible and intangible, to the www.cuddll.com website, the software, codes, copies, modifications, or merged parts.

3. Eligibility

- a. In order to use the Services, a User must register for a user account ("Account"), and truthfully and accurately provide all mandatory information. Successfully registered user will be called a "Member".

4. User representations

- a. Any information provided by you to us, whether at the stage of registration or during anytime subsequently, should be complete and truthful.
- b. You agree to indemnify and hold SIPL, its employees, directors, officers, and agents harmless with respect to any and all claims and costs associated with your participation in the use of Services.
- c. You understand and agree that you are solely responsible for all content posted, transmitted, uploaded or otherwise made available on the Website by you. All content posted by you must be legally owned by or licensed to you. By publishing any content on the Website, you agree to grant us a royalty-free, world-wide, non-exclusive, perpetual and assignable right to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display, and publicly perform your content and to use such content in any related marketing materials produced by us or our affiliates. Such content may include, without limitation, your name, username, location, messages, gender or pictures. You also understand that you do not obtain any rights, legal or equitable, in any material incorporating your content.

You further agree and acknowledge that SIPL has the right to use in any manner whatsoever, all communication or feedback provided by you.

- d. You understand and accept that SIPL reserves the right to record any and all user content produced by any way on the website.
- e. You understand, accept and provide full consent to SIPL to gather, import, store, analyze and use in any other way deemed suitable by SIPL, any information provided by you directly on the website or gathered from external third party websites.
- f. You understand that the funds in your user account held by SIPL do not carry any interest on return.
- g. You shall not hold SIPL responsible for not being able to use the services for which you may be eligible. This includes, but is not limited to situations where you are unable to log into your user account as your user account may be pending validation or you may be in suspected or established violation of any of the Terms.
- h. You understand and accept that by viewing or using the Website or availing of any Services, or using communication features on the Website, you may be exposed to content posted by other users which you may find offensive, objectionable or indecent. You may bring such content posted by other users to our notice that you may find offensive, objectionable or indecent and we reserve the right to act upon it as we may deem fit. The decision taken by us on this regard shall be final and binding on you.

5. User Account Creation & Operation

- a. To use our Services, you will need to register with us on the Website.
- b. By completing the online registration process on the Website, you confirm your acceptance of the Terms. During the registration process, you will be required to choose a login name and a password in addition to providing some other information which may or may not be mandatory. Additionally, you may be required to give further personal information for your user account verification and/or for charging your user account. You must give us the correct details in all

fields requiring your personal information, including, without limitation, your name, postal address, email address, telephone number(s) etc. You undertake that you will update this information and keep it current.

- c. You acknowledge that we may, at any time, require you to verify the correctness of this information and in order to do so may require additional documentary proof from you, failing which we reserve the right to suspend or terminate your registration on the Website.
- d. Any information provided by you to us should be complete and truthful to the best of your knowledge. We are not obliged to cross check or verify information provided by you and we will not take any responsibility for any outcome or consequence as a result of you providing incorrect information or concealing any relevant information from us.
- e. You understand that it is your responsibility to protect the information you provide on the Website including but not limited to your Username, Password, Email address, Contact Details and Mobile number. SIPL will not ask for your user account information which is only to be entered at the time of login. At no other time should you provide your user account information to any user logged in on the Website or elsewhere. You undertake that you will not allow / login and then allow, any other person to use the services provided by SIPL from your user account using your username. You specifically understand and agree that we will not incur any liability for information provided by you to anyone which may result in your user account on the Website being exposed or misused by any other person.
- f. You agree to use your SIPL user account solely for the lawful purpose and for transactions which you may have to carry out in connection with availing the Services on the Website. Use or attempted use of your user account for any reason other than what is stated in the Terms may result in immediate termination of your user account and forfeiture of any prize, bonus or balance in the user account.
- g. You also understand and agree that deposits in your user account maintained with us are purely for the purpose of using the services made available on the Website.

- h. You understand and agree that you cannot transfer any sum from your user account with us to the account of another registered user on the Website except as may be permitted by SIPL and subject to restrictions and conditions as may be prescribed.

6. User Account validation and personal information verification

- a. SIPL may from time to time attempt to validate its Member's user accounts. These attempts may be made via a phone call or via email. In the event that we are not able to get in touch with you the first time around, we will make additional attempts to establish contact with you. If the phone number and email provided by you are not correct, we bear no responsibility for the Services being interrupted due to our being unable to establish contact with you.
- b. If we are unable to reach you or if the validation is unsuccessful, we reserve the right to disallow you from logging into the Website partially/completely until we are able to satisfactorily validate your user account. We will in such events email you to notify you of the next steps regarding user account validation. We may also ask you for proof of identification and proof of address from time to time.
- c. Upon receipt of suitable documents, we will try our best to enable your user account at the earliest. However, it may take a few business days to reinstate your user account.
- d. In the event that we have made several attempts to reach out to you but have been unable to do so, we reserve the right to permanently suspend your user account.

7. User restrictions

- a. **Money Laundering:** You are prohibited from doing any activity on the Website that may be construed as money laundering

- b. **Anti-SPAMMING:** Sending SPAM emails or any other form of unsolicited communication for obtaining registrations on the Website to benefit from any promotional program of SIPL or for any other purpose is strictly prohibited.
- c. **Multiple IDs:** Your registration on the Website is restricted to a single user account which will be used by you to avail of the Services provided on the Website. You are prohibited from creating or using multiple user IDs for registering on the Website.
- d. You may not create a login name or password or upload, distribute, transmit, publish or post content through or on the Website or through any service or facility including any messaging facility provided by the Website which :
 - i. is libelous, defamatory, obscene, intimidating, invasive of privacy, abusive, illegal, harassing;
 - ii. contains expressions of hatred, hurting religious sentiments, racial discrimination or pornography;
 - iii. is otherwise objectionable or undesirable (whether or not unlawful);
 - iv. would constitute incitement to commit a criminal offence;
 - v. violates the rights of any person;
 - vi. is aimed at soliciting donations or other form of help;
 - vii. violates the intellectual property of any person;
 - viii. disparage in any manner SIPL or any of its subsidiaries, affiliates, licensors, associates, partners, sponsors, products, services, or websites;
 - ix. promotes a competing service or product; or
 - x. Violates any laws.
- e. In the event we determine that the login name created by you is indecent, objectionable, offensive or otherwise undesirable, we shall notify you of the same and you shall promptly provide us with an alternate login name so that we can change your existing login name to the new name provided by you. If you fail to

provide an alternate name, we reserve the right to either permanently suspend your user account or restore your user account only after a different acceptable login name has been provided by you.

- f. You shall not host, or intercept, emulate or redirect proprietary communication protocols, if any, used by the Website regardless of the method used, including protocol emulation, reverse engineering, modify the Website or any files that are part of the Website.
- g. You shall not frame the Website. You may not impose editorial comments, commercial material or any information on the Website, alter or modify Content on the Website, or remove, obliterate or obstruct any proprietary notices or labels.
- h. You shall not use Services on the Website for commercial purposes .
- i. You shall not upload, distribute or publish through the Website, any content which may contain viruses or computer contaminants (as defined in the Information Technology Act 2000 or such other laws in force in India at the relevant time) which may interrupt, destroy, limit the functionality or disrupt any software, hardware or other equipment belonging to us or that aids in providing the services offered by SIPL. You shall not disseminate or upload viruses, programs, or software whether it is harmful to the Website or not. Additionally, you shall not impersonate another person or user, attempt to get a password, other user account information, or other private information from a user, or harvest email addresses or other information.
- j. You shall not purchase, sell, trade, rent, lease, license, grant a security interest in, or transfer your user account, Content, currency, points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with the Website.
- k. Any form of fraudulent activity including, attempting to use or using any other person's credit card(s), debit cards, net-banking usernames, passwords, authorization codes, prepaid cash cards, mobile phones for adding cash to your user account is strictly prohibited.

- l. Accessing or attempting to access the Services through someone else's user account is strictly prohibited.
- m. Content may not be submitted to the Website, The Company will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker. Any such Objectionable Content submitted on the Website shall be removed by the Company within 24 hours of its submission.
- n. You shall not post any material or comment, on any media available for public access, which in our sole discretion, is defamatory or detrimental to our business interests, notwithstanding the fact that such media is not owned or controlled by us. In addition to any other action that we may take pursuant to the provision hereof, we reserve the right to remove any and all material or comments posted by you and restrict your access to any media available for public access that is either controlled or moderate by us; when in our sole opinion, any such material or comments posted by you is defamatory or detrimental to our business interests

8. Service Disruptions

You may face Service disruptions, including, but not limited to disconnection or communication interferences due to issues in the internet infrastructure used for providing or accessing the Services or due to issues with the hardware and software used by you. You understand that SIPL has no control over these factors. SIPL shall not be responsible for any interruption in Services and you take full responsibility for any risk of loss due to Service interruptions for any such reason.

You agree that under no circumstances shall you compel SIPL or hold SIPL liable to pay you any amount over and above the service charges for any of the aforementioned errors/omissions of SIPL.

9. Content

All content and material on the Website including but not limited to information, images, marks, logos, designs, pictures, graphics, text content, hyperlinks, multimedia clips, animation and software (collectively referred to as "Content"), whether or not belonging to SIPL, are protected by applicable intellectual property laws. Additionally, all chat content, messages, images, recommendations, emails, images sent by any user can be logged/recorded by us and shall form part of Content and SIPL is free to use this material in any manner whatsoever. The Website may contain information about or hyperlinks to third parties. In such a cases, we are not responsible in any manner and do not extend any express or implied warranty to the accuracy, integrity or quality of the content belonging to such third party websites. If you rely on any third party Content posted on the Website which does not belong to SIPL, you may do so solely at your own risk and liability. If you visit any third party website through a third party Content posted on it, you will be subject to terms and conditions applicable to it. We neither control nor are responsible for content on such third party websites. The fact of a link existing on our Website to a third party website is not an endorsement of that website by us

10. License Agreement & Intellectual Property

- a. All Content on the Website shall be utilized only for the purpose of availing Services and in conformity with the Terms.
- b. You acknowledge that all ownership rights and all copyright and other intellectual property rights in the Content are owned by SIPL or our licensors and that you have no right title or other interest in any such items except as expressly stated in the Terms.
- c. You are granted a personal, non-exclusive, non-assignable and non-transferable license to use the content solely for the purposes of accessing and using the Services and for no other purpose whatsoever.

- d. You shall not sublicense, assign or transfer the license granted to you, or rent or lease or part with the whole or any part of such license or of the Content included in such license.
- e. You may not transfer, copy, reproduce, distribute, exploit, reverse engineer, disassemble, translate, decode, alter, make derivations from or make any other use of Content on the Websites in any manner other than as permitted for obtaining the Services provided on www.cuddll.com
- f. You may not hyperlink the Website to any other website without permission from us.
- g. You may access information on, and download and print extracts from the Websites for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you by downloading and you are expressly prohibited from using such materials for any commercial purpose unless agreed with us in writing.

11. Voluntary termination

You are free to discontinue use of the Services on the Website at any time by intimating us of your desire to do so by sending an email sent to us at support@cuddll.com . If at such time, there is a positive withdrawable balance in your user account, we will, subject to satisfactory verification, disburse the same to you by online transfer or by a cheque in a timely manner.

12. User Account Suspension

- a. We may suspend or otherwise put restrictions on your access to the Services on the Website during investigation for any of the following reasons:
 - i. Suspected violation of Terms or other abuse of your user account;
 - ii. Suspected breach of security of your user account; or
 - iii. If other users report misuse or misconduct on your part
- b. Our decision to suspend or restrict Service or any part thereof as we deem appropriate shall be final and binding on you.

13. Breach and consequences

- a. In the event of breach of any of the Terms being evidenced from our investigation or if there is reasonable belief, in our sole discretion, that your continued access to the Website is detrimental to the interests of SIPL, our other users or the general public; we may in our sole discretion take any or all of the following actions:
 - i. Permanently suspend your user account on the Website;
 - ii. Demand damages for breach and take appropriate civil action to recover such damages; and/or
 - iii. Initiate prosecution for violations that amount to offences in law.
- b. Additionally, in the event of committing material breach hereof, we reserve the right to bar you from future registration on the Website.
- c. The decision of SIPL on the action to be taken as a consequence of breach shall be final and binding on you.
- d. Any action taken by SIPL shall be without prejudice to our other rights and remedies available in law or equity.

14. Complaints & disputes

- a. If you have a complaint, you should in the first instance contact the customer support team at support@cuddll.com or write to us following the procedure given in the Contact Us section. Complaints should be made as soon as possible after circumstances arise that cause you to have a complaint.
- b. You accept that any complaints and disputes are and remain confidential both whilst a resolution is sought and afterwards. You agree that you shall not disclose the existence, nature or any detail of any complaint or dispute to any third party.
- c. SIPL shall make efforts to resolve complaints within reasonable time.

d. Our decision on complaints shall be final and binding on you.

15. Modifications and alterations

- a. We may alter or modify the Terms at any time without giving prior notice to you. Your continued use of the Website and/or any Services offered constitutes your unconditional acceptance of the modified or amended Terms.
- b. We may also post supplementary conditions for any Services that may be offered. In such an event, your use of those Services will be governed by the Terms as well as any such supplementary terms that those Services may be subject to.

16. Limitation of liability

- a. We may alter or modify the Terms at any time without giving prior notice to you. Your continued use of the Website and/or any Services offered constitutes your unconditional acceptance of the modified or amended Terms.
- b. We may also post supplementary conditions for any Services that may be offered. In such an event, your use of those Services will be governed by the Terms as well as any such supplementary terms that those Services may be subject to.
 - i. The defamatory, undesirable or illegal conduct of any other user of the Services;
 - ii. Any loss whatsoever arising from the use, abuse or misuse of your user account or any feature of our Services on the Website;
 - iii. Any loss incurred in transmitting information from or to us or from or to our Website by the internet or by other connecting media;
 - iv. Any technical failures, breakdowns, defects, delays, interruptions, improper or manipulated data transmission, data loss or corruption or communications' infrastructure failure, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Services;

- v. The accuracy, completeness or currency of any information services provided on the Website;
 - vi. Any delay or failure on our part to intimate you where we may have concerns about your activities; and
 - vii. Your activities / transactions on third party websites accessed through links or advertisements posted in the Website.
- c. Notwithstanding anything to the contrary contained in the Terms or elsewhere, you agree that our maximum aggregate liability for all your claims under this agreement, in all circumstances, other than for the payment of any withdrawable balance in your user account, shall be limited to Indian Rupees Five Hundred only (INR. 500/-)

17. Disclaimer and indemnity

a. Disclaimer

- i. The Services on the Website and the Content present on it are provided strictly on "as is" basis with all faults or failings. Any representations, warranties, conditions or guarantee whatsoever, express or implied (including, without limitation, any implied warranty of accuracy, completeness, uninterrupted provision, quality, merchantability, fitness for a particular purpose or non-infringement) are specifically excluded to the fullest extent permitted by law. SIPL does not ensure or guarantee continuous, error-free, secure or virus-free operation of www.scenes.social or its Content including software, services, your user account, the transactions in your user account or continued operation or availability of any facility on the website
- ii. Additionally, SIPL does not promise or ensure that you will be able to access your user account or obtain Services whenever you want. It is entirely possible that you may not be able to access your user account or the Services provided by SIPL at times or for extended periods of time due to, but not limited to, system maintenance and updates.

- iii. SIPL disclaims responsibility and liability for any harm resulting from cancellation of any service organized by it. You acknowledge and agree that you will not be entitled to any refund in case of any service outages that may be caused by failures of our service providers, computer viruses or contaminants, natural disasters, war, civil disturbance, or any other cause beyond the reasonable control of SIPL
- iv. SIPL specifically disclaims any liability in connection with services or events made available or organized on the website which may require specific statutory permissions, in the event such permissions are denied or cancelled whether prior to or during such event.
- v. SIPL specifically disclaims any liability in connection with your transactions with third parties which may have advertisements or are hyperlinked on the Website.
- vi. SIPL disclaims any liability in connection with violation of intellectual property rights of any party with respect to third party Content or user content posted on our Website. Intellectual property rights in any Content not belonging to us belong to the respective owners and any claims related to such content must be directly addressed to the respective owners.
- vii. SIPL specifically disclaims any liability arising out of the acts or omissions of the infrastructure providers or otherwise failure of internet services used for providing and accessing the Services.

b. Indemnity:

- i. To the extent permitted by law, and in consideration for being allowed to participate in the Activity, you hereby agree to indemnify, save and hold harmless and defend us (to the extent of all benefits and awards, cost of litigation, disbursements and reasonable attorney's fees that we may incur in connection therewith including any direct, indirect or consequential losses, any loss of profit and loss of reputation) from any claims, actions, suits, taxes, damages, injuries, causes of action, penalties, interest,

demands, expenses and/or awards asserted or brought against us by any person connection with:

1. Infringement of their intellectual property rights by your publication of any content on our Website.
2. Defamatory, offensive or illegal conduct of any other member or for anything that turns out to be misleading, inaccurate, defamatory, threatening, obscene or otherwise illegal whether originating from another member or otherwise;
3. Use, abuse or misuse of your user account on our Website in any manner whatsoever;
4. Any disconnections, technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission, loss or corruption of data or communication lines failure, distributed denial of service attacks, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Website; and
5. Access of your user account by any other person accessing the Services using your username or password, whether or not with your authorization.

18. Governing law, dispute resolution & jurisdiction

- a. The Terms and Privacy Policy shall be interpreted in accordance with the laws of India
- b. Any dispute, controversy or claim arising out of the Terms or Privacy Policy shall be subject to the exclusive jurisdiction of the civil courts at Delhi.