

# Terms & Conditions

## Acceptance of Terms

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Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- Restrict, suspend, or terminate your access to all or any part of our Services;
- Change, suspend, or discontinue all or any part of our Services;
- Refuse, move, or remove any material that you submit to our sites for any reason;
- Refuse, move, or remove any content that is available on our sites;
- Deactivate or delete your accounts and all related information and files in your account;
- Establish general practices and limits concerning use of our sites.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners or licensors or associates and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages. You also understand that our Services may include advertisements.

You confirm to provide us any and every details we require to obtain from you, including such other personal or proprietary information relating to any of your acts or omissions or violations or other persons who may be a party with you, on suspicion or otherwise in relation to the use of Oxigen site. For viewing of contents on the Oxigen site, we advise you to exercise discretion and in any case you must be at least 18 years old and above. In any case, you will exercise this discretion and be liable to all risk associated with it including third parties and if

you are less than 18 years or incompetent or insane, you parent and guardian will be liable for the consequences of the risk associated with the viewing of Oxigen TV.

### **Content on Our Sites**

Our sites include a combination of content that we create, that our partners or licensors or associates create, and that our users create. All materials published on our sites, including, but not limited to games, software(s), advertisement(s), written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by our copyrights or trademarks or those of our partners or licensors or associates. You may not copy, modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part. If you would like to request permission to use any of the content on our sites, please review our copyright notice.

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Our site contains content that we create as well as content provided by third parties. This content includes, among other things, product reviews, white papers and other information. It also includes information about products and services offered by parties other than Oxigen Services (India) Private Limited, such as product descriptions, specifications, pricing, availability, and performance. We do not guarantee the accuracy, the integrity, quality of the content or email content and services on our sites, and you may not rely on any of this content. Without limitation, we are not responsible for user contributed contents or postings by users in the user opinion, message board, or feedback sections or other sections of our sites.

You may be exposed to content that you find obscene, offensive, indecent, racial, hatred to religion or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

If you find any contents or materials published on our sites as obscene, offensive, indecent, racial, hatred to religion or objectionable or that is inaccurate, you will refrain from use of the

materials or contents and shall bear all risks associated with using that content. You unequivocally agree not to publish or post such material in Your Content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on our sites belonging to any person, entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to us. You irrevocable confirm and undertake that we shall not be liable for any claims, expenses and liabilities for display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on our sites under license or rights or affiliation with the said person, entity or third party.

### **THIRD-PARTY Sites, Products and Services**

Our sites contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

We do not sell, resell, or license any of the products or the services that we review, list, or advertise on our sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any product or service should be directed to the appropriate vendor.

### **Contest, Competitions and Events**

If a contest, competition or event is organized by us on the sites; it shall be governed by the terms stated herein in addition to other terms and conditions which may be specifically applied per contest, competition or event. Oxigen employees, relatives, affiliates, and friends cannot participate in any contest, competition or event and shall stand disqualified with immediate effect even if participated and shall be liable to return the prize or benefit received and at our sole discretion pay penalty, damages and compensation and indemnify us against any claims, expenses or liability from any person, entity or third party by this act or omission of the employees or relatives.

### **Oxigen Services (India) Private Limited: fee-based services, contests, competition or complementary gifts and prizes**

Some of the Services require you to pay a charge or fee, as described in the specific conditions included where those Services are offered. You agree to pay all fees and charges that you incur. Unless otherwise noted, all currency references are in Indian Rupees. We may, upon notice if required by applicable laws, at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

All taxes, levies, cesses or statutory claim for the charge or fee paid to us or for contest competition or complimentary gifts and prizes shall be borne and paid by you, whether past, present or future, including penalties or claims on any nature whatsoever. All contest, competition and complimentary shall be inclusive of taxes, stamp duty, registration charges, levies, cesses and fees of lawyers engaged by us and administrative charges.

For all contest, competition and complimentary, you will be liable for compliance under all laws. Non compliance by you of any law shall entitle us return of any prize or gifts and indemnification against any claims, expenses or liabilities by any person, entity or third party including statutory authorities. The cost of connectivity including but not limited to GPRS activation charges, charges for sending/receiving sms from designated numbers will be borne by you and charges for aforementioned will be specified by your telecom operators. Oxigen Client download is free, however, any use of services offered by Oxigen is chargeable.

### **Oxigen wallet related conditions**

All deductions from your Oxigen wallet created on Oxigen web-site for use or any other reason shall be decided by the company at its sole discretion Your conduct on our sites If we request registration information from you, you will provide us with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and the software underlying our sites and the Services is the property of Oxigen Services (India) Private Limited, our affiliates, and our partners or licensors or associates. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our sites or the Services. You agree not to modify the software underlying our sites in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our sites. Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

- Obscene, offensive, indecent, racial, hatred to religion, anti-national, objectionable, defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- 
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content
- 
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;
- 
- Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
- 
- Transmit sites, services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- 
- Download any file, recompile or disassemble or otherwise affect our products that you know or reasonably should know cannot be legally obtained in such manner;
- 
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material
- 
- Restrict or inhibit any other user from using and enjoying any public area within our sites;
  - Collect or store personal information about other end users;
- 
- Interfere with or disrupt our sites, servers, or networks;
- 
- Impersonate any person or entity, including, but not limited to, a representative of Oxigen Services (India) Private Limited, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
- 
- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure/ network;
- 
- Engage in any illegal activities. You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities

(collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

You choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public reserve the right, without prior notice to you, to automatically change your username, delete your username and posts from our sites, deny you access to our sites, or any combination of these options. We may, at our sole discretion and without notice to you, remove, deface or deleted username and other contents which belong to you, but which are not suitable to the business or may create a wrong impression or obscene, offensive, indecent, racial, hatred to religion, anti-national, objectionable, defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others.

Unauthorized access to our sites is a breach of these Terms and a violation of the law. You agree not to access our sites by any means other than through the interface that is provided by Oxigen Services (India) Private Limited for use in accessing our sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

Use of our sites is subject to existing laws and legal process. Any by you of the terms or the laws may result in severe civil and criminal penalties initiated against you. Violators will be prosecuted to the maximum extent possible. All rights reserved. Any rights not expressly granted herein are reserved. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our sites. Contact ["feedback@myoxigencsp.com"](mailto:feedback@myoxigencsp.com) with problems or questions, as appropriate.

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allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third-party content providers and their respective agents shall be limited to the greatest extent permitted by law. Any services, events or competition which require specific permission or authority from the statutory body or government permission in india or board of directors shall be deemed cancelled or terminated, if such permissions or authorities are denied whether before the services, events or competitions are organised, provided or conducted, or denied after the commencement or completion of the services, events or competitions, by ratification order, notice, laws, rules, regulations, injunctions or orders of court or any statutory body or authority. In the event of cancelled or terminated of any services, events or competition, you shall not be entitled to make any demands, refund or claims, on any nature whatsoever, direct or indirectly. However, if any claim is passed on by any court in any event, it shall be claimed and payable after 5 years from the date of claims, without prejudice to any rights we may have under the law or in equity.

### **Dispute Resolution - Arbitration**

Oxygen Services (India) Private Limited. may elect to resolve any controversy or claim arising out of or relating to these Terms or our sites by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New Delhi, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi, India, necessary to protect the rights or the property of you or Oxygen Services (India) Private Limited. (or its agents, suppliers, and subcontractors), pending the completion of arbitration. The language of Arbitration shall be English. Governing Laws and Courts: Subject to Arbitration, the parties irrevocably agree and undertake that any controversy or claim arising out of or relating to these Terms or our sites shall be adjudicated exclusively before a competent court in New Delhi, India only. The terms and our sites shall be governed by the laws of India.

### **Miscellaneous**

We may be required under any legislation, to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting: "[feedback@myoxygen.com](mailto:feedback@myoxygen.com)"

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the



contrary, any claim or cause of action arising out of or related to use of our sites or these Terms must be filed within one (1) month after such claim or cause of action arose or be forever barred. These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and Oxigen Services (India) Private Limited, and govern your use of our sites, superseding any prior agreements that you may have with us. These Terms shall be construed in accordance with the laws of India, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in New Delhi, India if seeking interim or preliminary relief or enforcement of an arbitration award. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect