



Terms and Conditions

1.0 ACCEPTANCE OF TERM

1.1

This User Agreement ("Agreement") sets out the Terms and Conditions on which Red Pebbles shall provide the Services to the User. In addition to this Agreement and depending on the Services opted for by the User, the User shall be required to read and accept the relevant TOS for such Service, which may be updated or modified by Red Pebbles periodically. Such TOS shall be deemed to be a part of this Agreement and in the event of a conflict between such TOS and this Agreement, the terms of this Agreement shall prevail.

1.2

Use of the website is offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the TOS, as may be posted on the website from time to time. For the removal of doubts, it is clarified that use of the website by the User constitutes an acknowledgment and acceptance by the User of this Agreement and the TOS. If the User does not agree with any part of such terms, conditions and notices, the User must NOT use the website and its services.

2.0 MODIFICATIONS OF TERMS

Red Pebbles reserves the right to change the terms & conditions and any such notices under which the Services are offered through the website, including but not limited to the charges for the Services provided through the website. The User shall be responsible for regularly reviewing these terms and conditions.

3.0 PRIVACY POLICY

The User hereby consents, expresses and agrees that he/she has read and fully understands the Privacy Policy of Red Pebbles in respect of the website, The User further consents that the terms and contents of such Privacy Policy are acceptable to him/her.

4.0 LIMITED USER

4.1

The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Service. For the removal of doubt, it is clarified that the website is not for commercial use but is specifically meant for personal use by the user only.

4.2

The User further agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the website. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the website is NOT permitted.



5.0 DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

5.1

Red Pebbles has endeavored to ensure that all the information on the website is correct, but Red Pebbles neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained.

5.2

Although Red Pebbles makes reasonable efforts to ensure that the description and content in the TOS and on each page of the website is correct and accurate, but it does not, however, take responsibility for changes that occurred due to human or data entry errors or for any loss or damages suffered by any user due to any information contained herein.

5.3

In no event shall Red Pebbles be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services or resulting from any goods, information or services purchased or obtained or messages received or transactions entered into through the services; (c) unauthorized access to or alteration of the user's transmissions or data; (d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the website. Neither shall Red Pebbles be responsible for the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Red Pebbles shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Red Pebbles's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems/hardware devices or loss of data that results from the download of such material and/or data. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. The maximum liability on part of Red Pebbles arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any consequential loss, damage or additional expense whatsoever.

6.0 LINKS TO THIRD PARTY SITES

6.1

The website may contain link(s) to other website(s). These site(s) and it links are not under the control of Red Pebbles or the website and Red Pebbles is NOT responsible for the contents of any site(s), including without limitation any link contained in a site(s), or any changes or updates to a site(s). Red Pebbles is NOT responsible for any form of transmission, whatsoever, received by the User from any such site(s). Red Pebbles is providing these links to the User only as a convenience and a part of the service and the inclusion of any link does NOT imply endorsement by Red Pebbles or the website of the site(s) or any association with its operators or owners including the legal heirs or assigns thereof.



6.2

Red Pebbles is NOT responsible for any errors, omissions or representations on any such sites. Red Pebbles does not endorse any advertisers information/service offerings on any such sites in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

7.0 PROHIBITION AGAINST UNLAWFUL USE

As a condition of the use of the website and its Services, the User warrants that they will not use the website for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by this Agreement and/or the TOS including both specific and implied. In addition, the website shall not be used in any manner, which could damage, disable, overburden or impair it or interfere with any other party's use and/or enjoyment of the website. The User shall refrain from obtaining or attempting to obtain any materials or information through any means not intentionally made available or provided for or through the website.

8.0 USE OF COMMUNICATION SERVICES

8.1

The website may contain services such as email, chat, bulletin board services, messages, information related to recommendations, news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services"). The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- Upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or have received all necessary consents;
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the website or another computer;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another user of a Communication Service that the User know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
- Violate any applicable laws or regulations for the time being in force in or outside India; and
- Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the website contained elsewhere herein.

8.2

Red Pebbles has no obligation to monitor the Communication Services. However, Red Pebbles reserves the right to review materials posted through Communication Service and to remove any materials in its sole discretion.



Red Pebbles reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

8.3

Red Pebbles reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Red Pebbles's sole discretion.

8.4

Red Pebbles does not control or endorse the content, messages or information found in any communication service and, therefore, Red Pebbles specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the user's participation in any communication service.

8.5

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. User is responsible for keeping himself updated of and adhering to such limitations if they download the materials.

9.0 TERMINATION/ACCESS RESTRICTION

Red Pebbles reserves the right, in its sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without any prior notice.

10.0 USER'S OBLIGATIONS AND USER ACCOUNT

10.1

In consideration of use of the website, the User represents and confirms that the User is of legal age to enter into a binding contract and is not a person barred from using the website and/or receiving the Services under the laws of its country or other applicable law where he/she will be accessing the website and its services.

10.2

To avail a Service the User has and must continue to maintain at his sole cost: (a) all the necessary equipment's including a computer/mobile device and internet connection etc. to access the website/avail Services; (b) own access to the World Wide Web. The User shall be responsible for accessing the Services and that access may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the User.

10.3

The user also understands that the services may include certain communications from Red Pebbles as service and some announcements and administrative messages as well. The user understands and agrees that the services are provided on an "as is" basis and that Red Pebbles does not assume any responsibility for deletions, miss-delivery or failure to store any user communications or personalized settings.



10.4

Furthermore, the User grants Red Pebbles the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services.

11.0 BREACH

11.1

Without prejudice to the other remedies available to Red Pebbles under this agreement, the TOS or under applicable law, Red Pebbles may limit the user's activity, or warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the website if:

- A. The user is in breach of this agreement, the TOS and/or the documents it incorporates by reference;
- B. Red Pebbles is unable to verify or authenticate any information provided by the user; or
- C. Red Pebbles believes that the user's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or Red Pebbles.

11.2

Red Pebbles may at any time in its sole discretion reinstate suspended users once the user have been indefinitely suspended the user may not register or attempt to register with Red Pebbles or use the website and its services in any manner whatsoever until such time that the user is reinstated by Red Pebbles not withstanding the foregoing, if the user breaches this agreement, the TOS or the documents it incorporates by reference, Red Pebbles reserves the right to recover any amounts due and owing by the user to Red Pebbles and/or the service provider and to take strict legal action as Red Pebbles deems necessary.

12.0 PROPRIETARY RIGHTS

12.1

Red Pebbles may provide the User with content such as sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The User may use this material only as expressly authorized by Red Pebbles and shall NOT copy, transmit or create derivative works of such material without express authorization from Red Pebbles and/or its Partners.

12.2

The User acknowledges and agrees that they shall not upload or post, reproduce or distribute any content on or through the website that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the website with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution.

13.0 RELATIONSHIP

None of the provisions of this Agreement, terms and conditions, notices or the right to use the website by the User contained herein or any other section or pages of the website and/or the Linked Sites, shall be deemed to



constitute a partnership between the User and Red Pebbles and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the website, the User authorizes Red Pebbles and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed Red Pebbles and its agents as their agent for this purpose.

14.0 HEADINGS

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the TOS or the right to use the website by the User contained herein or any other section or pages of the website or any Linked Sites in any manner whatsoever.

15.0 INTERPRETATION OF NUMBER AND GENDERS

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

16.0 INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless Red Pebbles from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Red Pebbles that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement and/or the TOS.

17.0 SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceable shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

18.0 TERMINATION OF AGREEMENT AND SERVICES

18.1

Either the User or Red Pebbles may terminate this Agreement and a Service with or without cause at any time to be effective immediately.

18.2

The User agrees that Red Pebbles may under certain circumstances and without prior notice, immediately terminate the User's user id and access to the website/Services. Causes for termination may include, but shall not be limited to, breach by the User of this Agreement or the TOS, requests by enforcement or government agencies, requests by the User, non-payment of fees owed by the User in connection with the Services as specified in the applicable TOS.

18.3

This Agreement may be terminated by either the User or Red Pebbles through a written notice to either party. Red Pebbles shall not be liable to the User or any third party for termination of any Service. Should the User



object to any terms and conditions of this Agreement, any TOS or become dissatisfied with the Service in any way, the User's only recourse is to immediately: (a) discontinue use of the website/Service; and (b) notify Red Pebbles of such discontinuance.

18.4

Upon termination of the Service, User's right to use the website/Services and software shall immediately cease. The User shall have NO right and Red Pebbles shall have NO obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's registration or the Services are terminated, canceled or suspended, any data that the User has stored on the website may not be retrieved later.

19.0 NOTICES

All notices and communications (including those related to changes in the TOS, Service, termination of Service etc.,) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile/electronic means (with acknowledgment of complete transmission) to the following address:

- If to Red Pebbles, at hello@redpebbles.in
- If to a registered User, at the communication and/or primary email address/mobile phone number specified in the registration form.

If during any instance or situation Red Pebbles was unable to provide Notices to via the above methods, you as a User are responsible to visit our website periodically to find the updated information regarding such notices.

20.0 GOVERNING LAW

This agreement and each TOS shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai.