

TERMS OF USE (ToU)

1. Your Acceptance

This is an agreement between **Throttle Auto Solutions Pvt. Ltd.** a Company incorporated under The Companies Act, 1956 (“Throttle” or the “Licensor”), the owner and operator of “**Throttle app**” (“Application” or the “Software”) and **www.throttle.club**, the (“website”) and its sub-domains and you (“You”). **Throttle app** and **www.throttle.club** and its sub-domains shall be collectively termed as **Throttle Service**. All the persons who use Throttle Service shall be collectively termed as “Users”.

By installing and/or using the Throttle Service, you agree that this Agreement is a legally binding and is a valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Your use of Throttle Service indicates your acceptance of this agreement and warranty.

1.1 Grant of License.

Subject to your compliance with the terms hereof, the Licensor hereby grants to you a non-exclusive, non-transferable license (without the right of sublicense) to install and use Throttle services solely for your personal use.

1.2 Ownership of Intellectual Property Rights

You acknowledge that (i) all right, title and interest in and to all Throttle Services and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith are and shall remain with the Licensor (ii) this Agreement conveys no right or interest in the Throttle Service other than a limited license to use it in accordance herewith, (iii) Throttle Service is subjected to the copyright laws of India, and (iv) Throttle Service embodies valuable confidential and secret information of the Licensor.

1.3 Your Obligations.

You (i) shall not install Throttle Service onto any mobile or computer device that you do not own or control or onto a server so that it is accessible via a public network, (ii) shall not copy, alter, modify, adapt, translate or create derivative works of Throttle Service, (iii) shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of Throttle Service, (iv) shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of Throttle Service, and (v) shall not remove any copyright and other proprietary notices contained in Throttle Service.

1.4 Updates.

The Licensor may from time to time update the Throttle Service at its sole discretion, with or without notification. At the Licensor’s sole discretion, the Licensor may notify you through a patch process, by email, or website posting of such updates available for download. Some updates may be optional and some may be mandatory in order to operate the Throttle Service. The terms of this license will govern any such update,

unless such update is accompanied by a separate license in which case the terms of that license will govern.

1.5 Consent to Use of Data.

You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Throttle Services. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

1.6 Services

Third Party Materials: The Throttle Service may enable access to third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at Your sole risk and that the Licensor shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

Information provided by our users through the Throttle Service, may include or make available content, data, information, applications or materials from third parties ("Third Party Materials/Services") or provide links to certain third party web sites. You acknowledge and agree that the Licensor is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The Licensor does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

You agree that the Throttle Service may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Throttle Service. No portion of the Throttle Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Throttle Service, in any manner, and you shall not exploit the Throttle Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Throttle Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Licensor is not in any way responsible for any such use by You,

nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Throttle Service.

1.7 Discontinuation.

The Licensor reserves the right at any time to discontinue, temporarily or permanently, the Throttle Service, with or without notice and without liability to you.

2. Representations and Warranties of Users

You represent and warrant that:

- i. You are competent to contract within the meaning of Indian Contract Act and fully eligible to accept the terms, conditions and obligations set forth in this Terms of Use. If you register as a business entity, you represent that you are duly authorized by the business entity to accept the ToU and you have the authority to bind the business entity to the ToU.
- ii. The information provided by you is true, correct and complete account of yourself.
- iii. You have the necessary permits/licenses issued by the Government, if any, as renewed from time to time, which are mandatory for using Throttle service.

3. No warranty from Throttle

You expressly acknowledge and agree that use of the Throttle Service is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Throttle Service and any services performed or provided by the Throttle Service are provided "as is" and "as available", with all faults and without warranty of any kind, and the Licensor hereby disclaims all warranties and conditions with respect to the Throttle Service and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. The Licensor does not warrant against interference with your enjoyment of the licensed Throttle Service, that the functions contained in, or services performed or provided by, the licensed Throttle Service will meet your requirements, that the operation of the licensed Throttle Service or services will be uninterrupted or error-free, or that defects in the licensed Throttle Service or services will be corrected. No oral or written information or advice given by the Licensor or its authorized representative shall create a warranty.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE THROTTLE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Termination

The license is effective until terminated by you or the Licensor. Your rights under this license will terminate automatically without notice from the Licensor if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Throttle Service, and destroy all copies, full or partial, of the Throttle Services

6. Rights of the Licensor

i. It is hereby made clear that the Licensor is entitled to permit anyone else to use the Throttle Services and the intellectual property associated with it without any prior permission of the End User.

ii. The Licensor reserves the right to prosecute, defend and conduct all suits involving Throttle Services and to take any action or institute any proceedings that may deem desirable for the protection thereof, and in its sole discretion. You agree to report immediately to the Licensor any infringement or imitation or piracy of the said software.

7. Legal rights and Remedies

All rights and remedies of the parties hereto shall be in addition to all other legal rights and remedies belonging to the parties and the expiry or early determination of this agreement, for any reason whatsoever shall be without prejudice to the rights and claims of either party hereto which may have accrued prior to such expiry or earlier determination.

8. Indemnification

You will indemnify, defend and hold harmless the Licensor and each of its respective officers, directors, members, managers, employees and agents from and against any claim, suit or proceeding brought by a third party the Licensor to the extent that it is based on or arises from: (i) Your gross negligence or willful misconduct (ii) any assertion that any information or materials provided by You or Your personnel in connection with the Products/Services infringes or misappropriates any intellectual property right of any third party, (iii) You and Your personnel's breach of any of its representations and warranties hereunder.

9. User Submissions

Throttle Services allow its Users to submit photos, profile photos, texts and any other information shared by the Users ("Submissions"). The Submissions by the Users do not represent the views of the Licensor nor does the Licensor endorse the views, opinions or submissions made by the Users.

You shall be solely responsible for the Submissions made by You and the consequences of posting or publishing them.

10. User Undertaking

You expressly undertake not to host, display, upload, modify, publish, transmit, update or share any Product or information or content including images, video and text, that:

- (a) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (b) infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
- (c) violates any law for the time being in force;
- (d) interferes with another's use and enjoyment of the Website;
- (e) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (f) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;
- (g) contains unauthorized videos, photographs or images of another person (whether a minor or an adult);
- (h) tries to gain unauthorized access or exceeds the scope of authorized access to the Website, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Website, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Website;
- (i) contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
- (j) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;
- (k) shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;

11. Merger, Sale, or Bankruptcy

In the event of Merger, Sale, Insolvency or Bankruptcy of the Licensor, the Licensor reserves the right to transfer or assign the information collected from users as part of such merger, acquisition, sale, or other change of control.

12. Severability

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will

be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

13. Waiver

The failure of Throttle to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Except as otherwise expressly stated in this Agreement, the rights and remedies of Throttle set forth herein with respect to failure of the users to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies, and Throttle shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

14. Governing law and Jurisdiction

This agreement shall be governed and construed in accordance with the laws of India without giving effect to principles of conflict of laws. The Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.

15. Privacy Policy

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, Throttle has put in place suitable physical, electronic and managerial procedures to safeguard and secure the information Throttle collects online. This privacy policy sets out how Throttle uses and protects any information that you give Throttle when you use this Throttle Service.

The Information the Throttle Service Collects

The Throttle Service may obtain the following types of information from or concerning you or your mobile phone device, which may include information that can be used to identify you such as your profile information, your mobile phone number, push notification name (if applicable), billing information (if applicable) and mobile device information and your Throttle Service usage information.

Cookies

The Throttle Service uses cookies to enable Throttle to retrieve user details for each visit. Cookies are used in some areas of our Throttle Service to enable the functionality of this area and ease of use for the users. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, the Throttle Service Site may not function properly if the ability to accept cookies is disabled.

The Way the Throttle Service Uses Information

If you submit Personally Identifiable Information to us through the Throttle Service Site, or Throttle Service, then we use your personal information to operate, maintain, and provide to you the features and functionality of the Throttle Service Site and Throttle Service. Any billing information that may be collected from you will be deleted thirty (30) days after the termination of your account with Throttle Service. Any Personally Identifiable Information or status content that you voluntarily disclose on the Throttle Service becomes publicly available and may be collected and used by other users of the

Throttle Service (unless such user is blocked by you). We do not use your mobile phone number or other Personally Identifiable Information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your mobile phone number (or email address, if provided) without further consent for non-marketing or administrative purposes (such as notifying you of major Throttle Service Site or Throttle Service changes or for customer service purposes). We may use both your Personally Identifiable Information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the Throttle Site and Throttle Service and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.. We may use cookies and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you use the Throttle Service or Throttle Service Site; (b) provide custom, personalized content and information; (c) monitor individual and aggregate metrics such as total number of visitors, pages viewed, etc.; and (d) track your entries, submissions, views and such.

This Privacy Policy may be revised periodically and the users shall be duly notified. Your continued usage of the Throttle Service or the Services will signify your assent to and acceptance of Throttle's Privacy Policy, including amendments thereto, and Terms of Service.