

Proximit Media India Pvt Ltd,

Terms Of Use

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ACCEPTANCE OF TERMS AND CONDITIONS

General: By using the RIKY application or <http://www.myriky.com> (the "Website" in this document) or "RIKY" (the Ad serving application) installed in the public vehicles or "RIKY Customer" mobile application (the "customer mobile application") and developed by Proximit India Pvt Ltd, you, the Customer ("you", "your", or the "User" in this document) unconditionally agree to the terms and conditions that we, ProximiT Media India Pvt. Ltd. with our Registered Office at -001, ROHAN MITHILA, VIMAN NAGAR, PUNE 411014 and having CIN: U74999PN2014PTC152625 ("ProximiT", "RIKY", "we" or "us" or "our" in this document) have provided herein for use of RIKY's Website or mobile application owned and maintained by us. This Website or Ad Serving application or mobile application and any individual websites or merchant-specific, city-specific, or state-specific sites now or hereinafter contained within or otherwise available through external hyperlinks ("Mini sites") with our Website or mobile applications are private property. All interactions on this Website or the ad serving applications or mobile application must comply with these Terms of Use. If you do not wish to agree to the outlined terms and conditions (the "Terms of Use" in this document) please refrain from using this Website or mobile applications. The term Website shall include any or all Mini-sites, wherever mentioned.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to register or become a buyer on the Website or RIKY applications by providing Registration Data or mobile number while registering on the Website or customer mobile application as Registered User using the computer systems or mobile device. ProximiT allows the User to surf the Website or Ad serving application and make purchases without registering on the Website. The term "We", "Us", "Our" shall mean ProximiT Media India Private Limited (PROXIMIT) or RIKY. The terms RIKY and PROXIMIT have been used interchangeably in the document. The term "applications" means the RIKY (the Ad serving application installed in public vehicles and RIKY customer mobile application)

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY BROWSING, ACCESSING OR USING THIS WEBSITE OR AD SERVING APPLICATION OR CUSTOMER MOBILE APPLICATION OR BY USING ANY FACILITIES OR SERVICES MADE AVAILABLE THROUGH OR ON IT, YOU ARE AGREEING TO THE TERMS OF USE THAT APPEAR BELOW (ALL OF WHICH ARE CALLED THE "AGREEMENT"). THIS AGREEMENT IS MADE BETWEEN YOU AND US. USE OF THE SERVICES AND THE WEBSITE OR RIKY APPLICATIONS AND ANY PURCHASE MADE THERETO ARE EACH SUBJECT TO THE TERMS OF USE SET OUT IN THIS AGREEMENT.

Amendments and changes: We reserve the right to amend these terms and conditions at any time. All amendments to these terms and conditions will be posted on-line. Such changes may include, among other things, the adding of certain fees or charges. We suggest to you, therefore, that you re-read this important notice containing our Terms of Use and Privacy Policy from time to time so that you stay informed as to any such changes. If we make changes to our Terms of Use and Privacy Policy and you continue to use our Website or mobile application, you are implicitly agreeing to the amended Terms of Use and Privacy Policy. Unless specified otherwise, any such deletions or modifications shall be effective immediately upon ProximiT's posting thereof. Continued use of any of the services provided by ProximiT via the Website or the applications (or via other electronic or other communication from ProximiT) including the information services, content and transaction capabilities on the Website or applications, including the ability to make a purchase (all of which are called the "Services" in this document) will be deemed to constitute acceptance of the new terms and conditions.

GENERAL

Eligibility: To use the website or the applications and/or the Services (whether with or without registration) and to make any purchase, you must be 18 years of age or above. If you are below 18 years of age and you wish to use or transact on this website or mobile application, such use or transaction may be made by your legal guardian or parents on the Website or mobile application. ProximiT reserves the right to terminate your membership, cancel the actions taken by you on our website or application and/ or refuse to provide you with access to the website or applications if such information is brought to the notice of ProximiT or discovered by ProximiT.

Territory: The Website or applications and the Services and any purchase are directed solely at those who access the Website from the Republic of India. ProximiT makes no representation that Service (or any goods or services) are available or otherwise suitable for use outside the Republic of India. If you choose to access the Website or applications (or use the Service or make a purchase) from locations outside the Republic of India, you do so on your own initiative and are responsible for the consequences thereof.

Website and/or Applications: ProximiT provides an interactive online service owned and operated by PROXIMIT through the Website (www.myriky.com) on the World Wide Web of the Internet (the "Web" or "Internet") and its "RIKY" Ad Serving application installed in public vehicles and the "RIKY Customer" mobile application, consisting of information services, content and transaction capabilities provided by ProximiT, its holding company and its associates, if any, with whom it has business relationships ("Business Associates") including but not limited to third parties that provide services in relation to creation, production or distribution of content for the Website or RIKY applications ("Third Party Content Providers"), third parties that provide advertising services to ProximiT ("Third Party Advertisers") and third parties that perform function on behalf of ProximiT like sending out and distributing our administrative and promotional emails and text messages ("Third Party Service Providers").

Right to Transfer: The right to use this Website or RIKY applications is personal to the User and is not transferable to any other person or entity. The User shall be responsible for protecting the

confidentiality of User's password(s), if any. User understands and acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of ProximiT, and ProximiT shall not be responsible for any data lost while transmitting information on the Internet.

Not on Uninterrupted Basis: While it is ProximiT's objective to make the Website or applications accessible at all times, the Website or applications may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of ProximiT, access to the Website or applications may be interrupted, suspended or terminated from time to time. ProximiT reserves the right, in its sole discretion, to terminate the access to any or all ProximiT website(s) and the related services or any portion thereof at any time, without notice. ProximiT shall also have the right at any time to change or discontinue any aspect or feature of the Website or applications, including, but not limited to, content, graphics, Offers, settings, hours of availability and equipment needed for access or use. Further, ProximiT may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

EQUIPMENT

User's Responsibility: The Services and use of the website or RIKY applications do not include the provision of a computer or other necessary equipment to access the Site or the Services. To use the Site or Services, you will require Internet connectivity and appropriate telecommunication links. The User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of this Website or applications and all charges related thereto. ProximiT shall not be liable for any damages to the User's equipment resulting from the use of this Website or mobile application.

USER CONDUCT

Restrictions: The User undertakes without limitation, not to use or permit anyone else to use the Service or Website or RIKY applications:

- to upload, send or receive any information for which you have not obtained all necessary license and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- to upload, send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, malicious software, harmful data, or anything else which may interrupt, interfere with, corrupt or otherwise cause loss, damage, destruction or limitation to the functionality of any software or computer equipment);

- to intercept or attempt to intercept any communications transmitted by way of a telecommunication system;
 - for a purpose other than which we have designed them or intended them to used;
 - for any fraudulent purposes.
 - in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity.
- to upload, send or receive any material, which is not civil or tasteful.
- to upload, send or receive any material, including User Content, which is unlawful, harmful, tortuous, threatening, abusive, harassing, hateful, racist, homophobic, infringing, pornographic, violent, misleading, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory or of a rebellious nature of any person or entity, in contempt of court or in breach of confidence, or which infringes the rights of another person or entity, including copyrights, trademarks, trade secrets, patents, rights of personality, publicity or privacy or any other third party rights;
- to cause annoyance, inconvenience or needless anxiety.

Forbidden uses: The following uses of the Site and/or Services or RIKY applications are expressly prohibited and you undertake not to do (or to permit anyone else to do) any of the following:

- resell the Services or Site;
- furnish false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;
- attempt to circumvent our security or network including accessing data not intended for you, logging into a server or Account you are not expressly authorized to access, or probe the security of other networks (such as running a port scan);
- access the Services (or Site) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large burden on our infrastructure or that otherwise interrupts or interferes with its functionality, efficiency or operation;
- execute any form of network monitoring which will intercept data not intended for you;
- send unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material. You are explicitly prohibited from sending unsolicited bulk mail messages. This includes bulk mailing of commercial advertising, promotional, or informational announcements, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. If

a recipient asks to stop receiving email of this nature, you may not send that person any further email;

- create or forward "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings;
- send malicious email, including flooding a user or site with very large or numerous emails;
- enter into fraudulent interactions or transactions with us, a Seller or a Merchant (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);
- use the Services or Site (or any relevant functionality of either of them) in breach of this Agreement;
- use in an unauthorized manner, or forge, mail header information;
- engage in any unlawful or criminal activity in connection with the use of the Services and/or the Site or any Voucher; or
- copy or use any User Content for any commercial purposes.

Any conduct by a User that in ProximiT's exclusive discretion is in breach of the Terms of Use or which restricts or inhibits any other User from using or enjoying this Website or RIKY applications is strictly prohibited. The User shall not use this Website or RIKY applications to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Website or RIKY applications to become users of other online or offline services directly or indirectly competitive or potentially competitive with PROXIMIT.

ProximiT reserves the right to prevent you from using the Website (or mobile application) and the Service (or any part of thereof) and to prevent you from making any purchase, if your conduct is found to be in question or contravention of such Terms as mentioned above or in this Agreement.

PURCHASE AND SALE OF PRODUCTS AND/OR SERVICES

ProximiT takes no responsibility for the services and/or products for which ProximiT Vouchers may be redeemed. Further, ProximiT makes no warranty to the Users for the quality, safety, usability, or other aspect of the product or service for which the ProximiT Voucher may be redeemed.

Some services for which ProximiT Voucher(s) can be redeemed are activities that involve potential bodily harm (such as different forms of adventure sports and activities.), and for those activities ProximiT takes no responsibility for the service or activity being offered, and the User takes responsibility for his or her own actions in utilizing the services for which the ProximiT Voucher can be redeemed.

For more information see ProximiT's Terms of Sale.

INTELLECTUAL PROPERTY RIGHTS

ProximiT grants you a limited, personal, nontransferable, nonexclusive, revocable license to access and use the Site pursuant to this Agreement and to any additional terms and policies set forth by ProximiT. All Intellectual Property Rights (including all copyright, patents, trademarks, service marks, trade names, designs (including the "look and feel" and other visual or non-literal elements)) whether registered or unregistered) in the Website or RIKY applications and Service, (subject to the Title & Ownership Rights as mentioned below) information content on the Website or RIKY applications or accessed as part of the Service, any database operated by us and all the Website design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts) shall remain our property (or that of our licensors). You shall not, and shall not attempt to, obtain any title to any such intellectual property. All rights are reserved.

- None of the material listed in the clause above may be reproduced or redistributed or copied, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, sold, rented or sub-licensed, used to create derivative works, or in any way exploited without our prior express written permission. You may, however, retrieve and display the content of the Website on a screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print / save one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website or mobile application without our permission.

"ProximiT", the ProximiT and RIKY Logos and variations thereof found on the website or RIKY applications are trademarks owned by ProximiT and all use of these marks inures to the benefit of ProximiT. All rights (including goodwill and, where relevant, trade marks) in ProximiT's name are owned by us (or our licensors). Other product and company names mentioned on the Website or mobile application are the trademarks or registered trademarks of their respective owners.

Title, Ownership Rights and Intellectual Property Rights in and to the content accessed using the Service is the property of the applicable content owner or Merchant and may be protected by applicable copyright or other law. The Agreement gives you no rights to such content.

Subject to the Clause below, any material you transmit or post or submit to the Website or mobile application (or otherwise to us) shall be considered (and we may treat it as) non-confidential and non-proprietary, subject to our obligations under data protection legislation or such legislation which provides for protection of electronic data under Indian Laws. If for some reason, any part of that statement does not work as a matter of law, then for anything which you supply to us from whatever source (i.e. via email, the Website or otherwise) you grant us a royalty-free, perpetual, irrevocable, non-

exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any such material.

All comments, suggestions, ideas, notes, drawings, concepts or other information: (i) disclosed or offered to us by you; or (ii) in response to solicitations by us regarding the Service or the Website or mobile application; (in each foregoing case, these are called "Ideas") shall be deemed to be and shall remain our property and you hereby assign by way of present and future assignment all intellectual property rights in Ideas, to us. You understand and acknowledge that we have both internal resources and other external resources which may have developed or may in the future develop ideas identical to or similar to Ideas and that we are only willing to consider Ideas on these terms. In any event, any Ideas are not submitted in confidence and we assume no obligation, express or implied by considering it. Without limitation, we shall exclusively own all now known or hereafter existing rights to the Ideas of every kind and nature throughout the world and shall be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial or otherwise without compensation to the provider of the Ideas.

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

The User expressly agrees that use of the Website or mobile application is at the User's sole risk. Neither ProximiT, its holding or subsidiaries, Business Associates nor any of their respective employees, agents and third party content providers warrant that use of the Website or RIKY applications will be uninterrupted or error free; nor do they make any warranty as to (i) the results that may be obtained from use of this Website or RIKY applications, or (ii) the accuracy, reliability or content of any information, service or merchandise provided through the Website or mobile application.

The Website or RIKY application are made accessible on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

We do not give any warranty that the Services or the Website or mobile application are free from viruses or anything else which may have a harmful effect on any technology.

We reserve the right to change, modify substitute, suspend or remove without notice any information or Voucher or service from the Website or mobile application forming part of the Service from time to time. Your access to the Website or mobile application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. We assume no responsibility for functionality which is dependent on your browser or other third party software to operate. For the avoidance of doubt, we may also withdraw any information or Voucher from the Website or Services at any time.

We reserve the right to block access to and / or to edit or remove any material which in our reasonable opinion may give rise to a breach of this Agreement.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. The User specifically acknowledges that ProximiT is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with the User.

In no event shall ProximiT, or any Business Associates, Third Party Content Providers, Third Party Advertisers or Third Party Service Providers, producing or distributing the Website or the contents hereof, RIKY applications and any software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Website or mobile application. The User hereby acknowledges that the provisions of this Clause shall apply to all content on the Website and mobile application.

In addition to the terms set forth above, neither ProximiT, nor its subsidiaries and Business Associates, Third Party Service Providers or Third Party Content Providers shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within the Website, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising there from or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including without limitation lost profits, punitive or consequential damages.

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total Offer price paid or payable to you under this Agreement.

ProximiT shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

MONITORING

ProximiT shall have the right, but not the obligation, to monitor the content, location and usage of the Website or RIKY application at all times, including any chat rooms and forums that may hereinafter be included as part of the Website or RIKY applications, to determine compliance with this Agreement and any operating rules established by ProximiT, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, ProximiT shall have the right to remove any material that ProximiT, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

PRIVACY

The User acknowledges that all discussion for ratings, comments, bulletin board service, chat rooms and/or other message or communication facilities (collectively “Communities”) are public and not private communications, and that, therefore, others may read the User’s communications without the User’s knowledge. ProximiT does not control or endorse the content, messages or information found in any Communities, and, therefore, ProximiT specifically disclaims any liability concerning the Communities and any actions resulting from the User’s participation in any Communities, including any objectionable content. Generally, any communication which the User posts on the Website (whether in chat rooms, discussion groups, message boards or otherwise) is considered to be non-confidential. If particular web pages permit the submission of communications that will be treated by ProximiT as confidential, that fact will be stated on those pages. By posting comments, messages or other information on the Website or mobile application, User grants ProximiT the right to use such comments, messages or information for promotions, advertising, market research or any other lawful purpose. For more information see ProximiT’s Privacy Policy.

LICENSE GRANT

By posting communications on or through this Website or RIKY applications, the User shall be deemed to have granted to ProximiT, a royalty-free, perpetual, irrevocable & non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees.

INDEMNIFICATION

The User agrees to defend, indemnify and hold harmless ProximiT, its subsidiaries and Business Associates, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys’ fees, arising out of (i) the use of this Website and/or the RIKY applications by the User; (ii) the use of the Voucher; (iii) the use of the Service or Website or RIKY applications through your password; or (iv) any breach of this Agreement by you.

TERMINATION

ProximiT may terminate this Agreement at any time. Without limiting the foregoing, ProximiT shall have the right to immediately terminate any passwords or accounts of a User in the event of any conduct by the User which ProximiT, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. All such provisions wherein the context so requires, including Clauses on Intellectual Property Rights, Disclaimer of Warranty, Limitation of Liability, License Grant, Indemnification and Termination above will survive termination of this Agreement.

Our right to terminate this Agreement shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

THIRD PARTY CONTENT

ProximiT, similar to an Internet Service Provider, is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, ProximiT has does not have editorial control over such

content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including Third Party Content Providers, or any other Users are those of the respective author(s) or distributors and not of ProximiT.

Neither ProximiT nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose (refer to the Clause for 'Disclaimer of Warranty, Limitation of Liability' above for the complete provisions governing limitation of liabilities and disclaimers of warranty).

In many instances, the content available through this Website or RIKY applications represents the opinions and judgments of the respective information provider, User, or other users not under contract with ProximiT. ProximiT neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Website or RIKY applications by anyone other than authorized ProximiT employee / spokespersons while acting in official capacities.

Under no circumstances will ProximiT be liable for any loss or damage caused by User's reliance on information obtained through the Website. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice etc. or other content available through the Website.

The Website contains links to third party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by ProximiT of the contents on such third-party websites and ProximiT hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If the User decides to access linked third-party websites, the User does so at his/her own risk.

Unless you have executed a written agreement with ProximiT expressly permitting you to do so, you may not provide a hyperlink to the Website from any other website. ProximiT reserves the right to revoke its consent to any link at any time in its sole discretion.

ADVERTISEMENT

ProximiT will place advertisements in different locations on the Website and at different points during use of the Service. These locations and points may change from time to time - but we will always clearly mark which goods and services are advertisements (i.e. from persons other than us), so that it is clear to you which goods and services are provided on an objective basis and which are not (i.e. the advertisements).

- You are free to select or click on advertised goods and services or not as you see fit.
- Any advertisements may be delivered on our behalf by a Third Party Advertiser.
- No personal data (for example your name, address, email address or telephone number) will be used during the course of serving our advertising, but, on our behalf, our Third Party Advertiser or affiliate may place or recognise a unique "cookie" on your browser (see our Privacy Policy about this). This cookie will not collect personal data about you nor is it linked

to any personal data about you. If you would like more information about this practice and to know your choices about not having this information used by any company, see our Privacy Policy for more information.

FORCE MAJEURE

Without prejudice to any other provision herein, ProximiT shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond ProximiT's control, including, without limitation, acts of the User, embargo or other governmental act, regulation or request affecting the conduct of ProximiT's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm or other acts of God.

MISCELLANEOUS

This Agreement, our Terms of Sale and our Privacy Policy (including our Cookie policy) constitutes the entire agreement of the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on when entering into this Agreement (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement. However, the Service is provided to you under our operating rules, policies, and procedures as published from time to time on the Website.

No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall be of no legal force or effect.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

All provisions of this Agreement apply equally to and are for the benefit of ProximiT, its subsidiaries, any holding companies of ProximiT, its (for their) affiliated and it (or their) Third Party Content Providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that this Agreement may be varied or rescinded without the consent of those parties).

ProximiT's headquarters are in Pune, India. Legal issues arising out of, but not exclusive to the use of, this Website or mobile application (unless otherwise specifically stated) are governed by and in accordance with the laws of India (exclusive of its rules regarding conflicts of laws) and the parties shall submit to the exclusive jurisdiction of the Courts in Pune.

PRODUCTS/SERVICES TAKE DOWN POLICY: REPORTING VIOLATION OF INFRINGEMENT

We want to list the products and services of genuine sellers on our website or RIKY application in order to ensure that infringing products are removed from the site, as they affect your and genuine Seller's valuable trust.

We do not and cannot verify if the Sellers have the right or ability to sell or distribute their listed products or services. However, we are committed to removing any infringing or unlicensed product or service once an authorized representative of the rights owner properly reports them to us. We sincerely want to ensure that item listings do not infringe upon the copyright, trademark or other intellectual property rights of third parties. We have the ability to identify and request removal of allegedly infringing products and materials. Any person or company who holds intellectual property rights (such as a copyright, trademark or patent) which may be infringed upon by products listed on ProximiT is encouraged to report the same to the Grievance Officer.