

TERMS OF USE

LAST UPDATED: 6 Jan 2020

These Terms of Use (“**Terms**”) govern the access to and use of www.locus.sh (“**Website**”) and the products and services offered by Locus (together with the Website, referred to as the “**Services**”), except where we expressly state that separate terms apply.

These Terms also include our privacy policy, available at [<https://locus.sh/privacy-policy/>] (“**Privacy Policy**”) and any guidelines, additional terms, policies, or disclaimers made available or issued and updated by us from time to time, each of which are incorporated by reference in these Terms.

These Terms constitute a binding and enforceable contract between Locus (*defined below*) and you, an end user of the Services (“**you**”). You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms.

The Terms may be amended by us from time to time in accordance with these provisions. You may always view the most recent version of the Terms on the Website. By using the Services, you agree that you have read, understood, and are bound by these Terms as updated from time to time, and that you comply with the requirements listed here.

1. BACKGROUND

- (a) The Services are made offered by Mara Labs Inc., and its affiliates (“**Locus**”, “**we**”, or “**us**”).
- (b) The material on our Website includes general information about our Services available to all users of the Website. In order to access and use certain Services, you may be required to register using an account ID or password that is provided to you by the organisation or entity that you represent (“**Account Information**”). It is your responsibility to ensure that your Account information is at all times accurate and up-to date, and kept confidential. We shall have no liability in this regard.
- (c) information available on or through our Website should not be construed as a commercial offer and does not create any professional relationship between you and us. To avail our Services, our customers will have to enter into separate agreements with us that govern the provision of the Services. Such agreements must be read with these Terms. In the event of a conflict between these Terms and a separate customer agreement, the latter will prevail, unless expressly stated to the contrary within such agreement.
- (d) We reserve the right to refuse registration of, or cancel registrations or any part of such registration that we deem inappropriate.

2. USER CONTENT

- (a) The Services allow you to upload, publish, display, and analyse content (“**User Content**”).
- (b) You represent that any User Content that you provide (i) does not and shall not infringe any third party proprietary rights, including but not limited to copyrights, patents, trademarks, and trade secrets, and (ii) is not misleading, defamatory, obscene, hateful, or unlawful. We are not responsible or liable for any User Content that you provide, and expressly disclaim all warranties and liabilities that may arise in this regard.
- (c) You hereby grant Locus a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, and royalty-free licence to (i) use, publish, display, store, host, communicate, distribute, make available, modify, adapt, translate, and create derivative works of the User Content for the functioning of and in connection with the Services and (ii) use User Content for the limited purposes of advertising and promoting the Services.
- (d) In connection with these Terms and the licences granted under this Clause, you hereby waive any claims against Locus arising out of any moral rights or other similar rights relating to the User Content.

3. YOUR RESPONSIBILITIES

- (a) You represent and warrant that all information that is provided through or in relation to the Services is complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while you avail the Services. Should any information that you provide change during the existence of these Terms, you undertake to immediately bring such change to our notice. We do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.
- (b) You shall be solely responsible for ensuring compliance with applicable laws and shall be solely liable for any liability that may arise due to a breach of your obligations in this regard.
- (c) You shall extend all cooperation to us in our defence of any proceedings that may be initiated against us due to a breach of your obligations or covenants under these Terms.
- (d) You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you shall not:
 - (i) use the Services to transmit any data or send or upload any material that contains viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - (ii) use data mining tools, robots, spiders, other automated devices, or manual processes to monitor or copy the Services or any portion thereof;

- (iii) make any back-up or archival copies of the Services or any part thereof; (iv) bypass any measures used by us to prevent or restrict access to the Services; (v) deep-link to any portion of the Services (including, without limitation, the purchase path for any service) for any purpose without our express written permission;
- (vi) frame, mirror, or otherwise incorporate any part of the Services into any other services without our prior written authorisation;
- (vii) engage in the systematic retrieval of content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory; (viii) use the Services in (A) any unlawful manner, (B) for fraudulent or malicious activities, or (C) in any manner inconsistent with these Terms; or
- (ix) violate applicable laws in any manner.

(e) You warrant that you shall not engage in any activity that interferes with or disrupts access to the Services.

(f) You shall not attempt to gain unauthorised access to any portion or feature of the Services, any other systems or networks connected to the Services, to any of our servers, or through the Services, by hacking, password mining, or any other means.

4. INTELLECTUAL PROPERTY

(a) All rights, title, and interest in and to the Services, including all intellectual property rights arising out of the Services, are owned by, or otherwise licensed to us. Subject to compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sub licensable, royalty free, revocable, and limited licence to use the Services in accordance with these Terms and our written instructions issued from time to time.

(b) We may request you to submit suggestions and other feedback, including bug reports, relating to the Services from time to time (“**Feedback**”). You hereby authorise and permit us to and we may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.

(c) Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or licence to our or any third party’s intellectual property rights.

5. TERM AND TERMINATION

(a) These Terms shall remain in effect unless terminated in accordance with the terms hereunder.

(b) We may terminate your access to or use of the Services, or any portion thereof, immediately and at any point, at our sole discretion if you violate or breach any of the obligations, responsibilities, or covenants under these Terms, or when you cease to become a user of our Services.

(c) Upon termination of these Terms:

- (i) your account will be disabled;
- (ii) the Services will “lme-out”; and
- (iii) these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

6. DISCLAIMERS AND WARRANTIES

(a) We do not warrant the accuracy, suitability, or correctness of any information that is made available on the Website or through the Services.

(b) The Services are provided by us on an “as is” basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, we make no warranty that:

- (i) the Services will meet your requirements or expectations, or that your use of the Services will be uninterrupted, timely, secure, or error-free;
- (ii) any errors or defects on the Services will be corrected.

(c) No advice or information, whether oral or written, obtained by you from us shall create any warranty that is not expressly stated in the Terms.

(d) You hereby accept full responsibility for any consequences that may arise from your use of the Services, and expressly agree and acknowledge that we shall have absolutely no liability in this regard.

7. THIRD PARTY SERVICES

The Services may contain links to third party applications or external websites (“**Third Party Services**”). Third Party Services are provided only for your convenience and not as an endorsement by us of the content of such services. When you access or use a Third Party Service, we have no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any Third Party Services, and disclaim all liability for any errors, omissions, violation of third-party rights, or illegal conduct arising from such services.

8. SECURITY

While we care about the integrity and security of your data and take steps to secure all data, you acknowledge that it is impossible to guarantee that third parties will not be able to defeat our security measures.

9. INDEMNITY AND LIMITATION OF LIABILITY

(a) To the fullest extent permissible by law, we, our affiliates, and related parties each disclaim all liability towards you for any loss or damage arising out of or due to:

- (i) your use of, inability to use, or availability or unavailability of the Services;
- (ii) the

occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction or unauthorised access to our records, programmes, services, server, or other infrastructure relating to the Services; or

(iii) the failure of the Services to remain operational for any period of time.

(b) Notwithstanding anything to the contrary contained herein, neither we nor any of our affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms or the Services.

(c) You shall indemnify and hold us, our parent company, subsidiaries, affiliates, and their officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees) arising out of or due to your access to or use of the Services, or any infringement of these Terms.

9. CONFIDENTIALITY

The Services may contain certain trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person with a copy of the Services. You agree to protect the confidentiality of the Services. You will not remove or alter any of our or our licensors' proprietary notices. Your obligations under this Clause continue even after these Terms have expired or been terminated.

10. CHANGES TO TERMS

(a) We reserve the right to, from time to time, in our sole discretion, amend these Terms. If we make changes to these Terms, we will notify you of the changes through the Services or through other means, such as email. To the extent permitted under applicable law, by using our Services after such notice, you consent to changes to these Terms.

(b) We encourage you to periodically review these Terms. We will also make prior versions of our Terms available for review.

11. MODIFICATIONS

We reserve the right at any time to add, modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without cause. We shall not be liable for any such addition, modification, suspension, or discontinuation of the Services.

12. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

(a) These Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this Clause, courts in Bangalore shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Services.

(b) Any controversies, conflicts, disputes, or differences arising out of these Terms shall be

resolved by arbitration in Bangalore in accordance with the arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (one) arbitrator appointed by us. The language of the arbitration shall be English.

13. GRIEVANCE REDRESSAL

- (a) You may contact our designated Grievance Redressal Officer with any complaints or queries relating to the Services or these Terms at the contact details below.

Name: Jayakrishnan M
Email Address: dpo@locus.sh

- (b) We shall use commercially reasonable efforts to resolve your complaints or queries in an efficient and quick manner.

14. MISCELLANEOUS PROVISIONS

- (a) No Waiver: No action of ours, other than an express written waiver or amendment, should be interpreted as a waiver or amendment of these Terms.
- (b) Severability: If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
- (c) Assignment: You shall not license, sell, transfer, or assign their rights, obligations, or covenants under these Terms in any manner without our prior written consent. We may grant or withhold this consent at our sole discretion and subject to any conditions we deem appropriate. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, or to any successor in interest of any business associated with the Services without any prior notice to the you.
- (d) Notices: All notices, requests, demands, and determinations for us under these Terms (other than routine operational communications) shall be sent to contact@locus.sh
- (e) Third Party Rights: No third party shall have any rights to enforce any terms contained herein.
- (f) Force Majeure: We shall have no liability to you if we are prevented from or delayed in performing our obligations or from carrying on our business by acts, events, omissions, or accidents beyond our reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.