

General.

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These terms and conditions (“**Terms of Use**”) shall govern your access to and use of the Platform however accessed, as well as any and all information of whatever kind and nature appearing on the Website or otherwise available through the Platform. Please read these Terms of Use carefully before using the Site and/or the Platform; your access to and use of the Platform is conditioned on your acceptance of and compliance with these Terms of Use. By accessing the Site or the Platform in any way, you agree to and are hereby bound by these Terms of Use. If you do not agree to all of the terms and conditions contained herein, do not use the Platform, or access them through the Site. Unless explicitly stated otherwise, any new features which may be added to the Platform, including the release of new services or capabilities, are subject to these Terms of Use.

We may, in our sole discretion, make changes to these Terms of Use, from time to time with or without notice to you. Each time changes are made to these Terms of Use, a revised version of these Terms of Use, will be posted in the Website. Your continued use of the Platform following such changes constitutes your acceptance of any such changes. You can review and are encouraged to check, from time to time, the most current version of these Terms of Use. At all times, the latest version of these Terms of Use shall be binding and prevail over any other version. Furthermore, We reserve the right to amend, discontinue, limit, disable, terminate, or cancel any feature of the Platform at any time.

Privacy Policy

We respect the privacy of others. Any information that you provide us through the Platform is subject to Our Privacy Policy. Your use of the Platform constitutes your consent to the collection and use of your certain information, as described in our Privacy Policy.

Content

A variety of information, text, graphics, software, graphics, photos, data, video, audiovisual combinations, interactive features and other materials You may view on, or access through the Platform (“**Content**”) is available on the Website. The Content available on the Website and shall be used solely for Your non-commercial use and/or to benefit from the products, Platform intimated on the Website. No right, title or interest in any Content is transferred to You, whether as a result of downloading or reproducing such Content or otherwise. We reserve complete ownership, title and full intellectual property rights in all Content uploaded by Us. Except as expressly authorized by this Terms of Use, You may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from Us or the Platform. As an account holder on the Website, You may view Content.

All Content on the Website is either owned or licensed to Us, and is subject to copyright, trade mark rights, and other intellectual property rights of the Website.

Restrictions on Use

As a condition of use, You agree to use the Platform solely for lawful purposes and not to use the Platform for any purpose that is prohibited by these Terms of Use. You are solely responsible for all of your activity in connection with the Platform. Without derogating from your responsibility under any applicable law, and solely by way of example, you shall not (and shall not permit any third party to) either (a) take any action or (b) download, upload, submit, post, or otherwise distribute or facilitate distribution of any Content that:

- is illegal, threatening, abusive, invasive of any person’s privacy, harassing, defamatory, libellous, false, deceptive, fraudulent, misleading, untruthful, tortuous, obscene, offensive, pornographic, or otherwise inappropriate, as We may determine in Our sole discretion;
- Violates any right of publicity, or other right of any person or entity, or any law or contractual obligation;

- infringes any patent, copyright, trademark or other intellectual property right of any person or entity;
- constitutes unauthorized or unsolicited advertising;
- involves commercial activity not expressly permitted by Us; or
- contains any harmful or malicious computer codes, files or programs that are designed or intended to damage, disrupt, interfere with, or limit, the proper functionality of any software or hardware, or that enables to obtain unauthorized access to any system, data or other information.
- disrupts, interferes with or restricts the use of our site by other Users;
- reverse engineers, decompiles, copy or adapts any software or other code or scripts forming part of our Website;
- changes, modifies, deletes, interferes with or misuses data contained on our site and entered by or relating to any third party user of our Website.

Usage of mobile number of the User

The Company may send service confirmation, cancellation, payment confirmation, service change or any such other information relevant for the transaction, via SMS or by voice call on the contact number given by the User at the time of availing services; we may also contact the User by voice call, SMS or email in case the User couldn't or hasn't concluded the service request, for any reason what so ever, to know the preference of the User for concluding the service request and also to help the User for the same. The User hereby unconditionally consents that such communications via SMS and/ or voice call by Us is (a) upon the request and authorization of the User, (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority of India (TRAI) and (c) in compliance with the relevant guidelines of TRAI or such other authority in India and abroad. The User will indemnify the Company against all types of losses and damages incurred by the Company due to any action taken by TRAI, Access Providers (as per TRAI regulations) or any other authority due to any erroneous complaint raised by the User on the Company with respect to the intimations mentioned above or due to a wrong number or email id being provided by the User for any reason whatsoever.

Right to Cancellation in case of invalid information from User.

The User expressly undertakes to provide to the Company only correct and valid information while requesting for any services under this agreement, and not to make any misrepresentation of facts at all. Any default on part of the User would vitiate this agreement and shall disentitle the User from availing the services from Us.

In case the Company discovers or has reasons to believe at any time during or after receiving a request for services from the User that the request for services is either unauthorized or the

information provided by the User or any of them is not correct or that any fact has been misrepresented by him, the Company in its sole discretion shall have the unrestricted right to take any steps against the User(s), including cancellation of the services, etc. without any prior intimation to the User. In such an event, We shall not be responsible or liable for any loss or damage that may be caused to the User or any of them as a consequence of such cancellation of services.

The User unequivocally indemnifies the Company of any such claim or liability and shall not hold Us responsible for any loss or damage arising out of measures taken by Us for safeguarding its own interest and that of its genuine customers. This would also include Us denying/cancelling any service on account of suspected fraud transactions.

Third Party Account Information.

By using the service in the Company websites, the User authorizes the Company and its agents to access third party sites, including that of Banks and other payment gateways, designated by them or on their behalf for retrieving requested information.

The User is fully responsible for all activities that occur while using their information. It is the duty of the User to notify the Company immediately in writing of any unauthorized use of their information or any other breach of security. The Company will not be liable for any loss that may be incurred by the User as a result of unauthorized use of their information, either with or without their knowledge.

Intellectual Property Rights

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We respect the intellectual property rights of others and expect you to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly

provided to Us. We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, We will also terminate a User's account if the User is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Website is: info@ttsm.in.

Disclaimer of Warranties

The Website and the Platform are provided on an "as is" and "with all faults" basis, and without warranty or condition of any kind, either express or implied. Without limiting the foregoing, we explicitly disclaim any warranties, either express or implied, including without limitation, warranties of merchantability, and fitness for a particular purpose, non-infringement and quality of the Platform. We make no warranty that the Platform will meet your expectations, be free from viruses, or that data and content obtained through the service will be accurate, reliable or current, or that the service will be available on an uninterrupted, secure, or error-free basis. You acknowledge and agree that the use of the Platform is at your own discretion and sole risk and that the entire risk as to the results and performance of the Platform, including, without limitation, any damages to your computer system, tablet, mobile device or data stored on it, is solely Yours.

Limitation of Liability

You acknowledge and agree that in no event will We (including, without limitation, our affiliates and their respective officers, directors, employees and agents) be liable for any direct, indirect, special, punitive, incidental or consequential damages or losses (including, without limitation, damages for loss of business profits, business interruption, loss of programs or information, and the like) arising out of your use of or inability to use the service, or improper use of the Platform, even if you have been advised of the possibility thereof and regardless of the form of action, whether in contract, tort, or otherwise. You further acknowledge and agree that we may change the Platform in whole or in part in its sole discretion without notice to you and without any liability to you whatsoever in connection therewith.

Governing law

These Terms of Use shall be governed by the laws of India, without regard to principles of conflicts of law.

Disputes

In event of any dispute, the Company shall first endeavor to resolve the dispute amicably. In event the parties can't resolve the dispute mutually, the dispute shall be subject to the exclusive jurisdiction of local or high courts located in New Delhi, India (and You consent to the jurisdiction of those courts).

Interpretation

Headings are for convenience only and shall not be used to construe the terms of these Terms of Use. If any term of this Terms of Use is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms of Use. No failure or delay by Us in exercising any right hereunder will waive any further exercise of that right. Our rights and remedies hereunder are cumulative and not exclusive.

Waiver

Any failure on Our part to exercise any provision or right under these Terms of Use, shall not constitute a waiver by Us of that provision or right.

Indemnity

You agree to indemnify, defend and hold harmless the Company and its affiliates, agents, respective employees, directors, officers, agents, managers, vendors and suppliers from and against any liability, losses, claims, damages, demands, investigations, inquiries, suits, costs and expenses (including legal fee and costs incidental thereto) asserted against or incurred, that arise out of or otherwise relating to Your use of the Website and Application, including without limitation any obligation to be performed by You pursuant to these Terms of Use. Further, You agree to hold the Company harmless against any claims made by any third party due to, or arising out of or otherwise relating to Your use of the Website or Application, any claim arising out of damage caused to third party by You, breach of these Terms of Use by You, or Your violation of any rights of another, including any intellectual property rights. Further, You agree to hold the Company harmless against any claims made by any third party due to legal suits regarding the originality, copyright issues, Your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Use.

Notwithstanding anything to the contrary, Our entire liability towards You under these Terms of Use or otherwise shall only be in connection with refund of the money charged from You for any particular product or service, under which the unlikely liability arises.

Contact Information

If You have any questions or concerns with respect to this Terms of Use or the Website or Application or any information contained on thereon, You may contact Us by writing to Us at info@ttsm.in. These Terms of Use supersede any previous versions