Privacy Policy

TERMS OF SERVICE

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (Hereinafter “You” or “Your”) AND SALZER ELECTRONICS LIMITED (“Salzer”), SETTING FORTH THE TERMS AND CONDITIONS (“TERMS”) GOVERNING YOUR USE OF CATCH UP, A SOCIAL NETWORKING APPLICATION (the “Application”).

Acceptance of Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the Terms or by actually using the Application. If you do not agree to these Terms, do not use the Application.

User Registration Obligations

You need to register for the Application by providing your current mobile phone number. In case of any change in your mobile number, you can update the same using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third party service providers) with verification codes to register for the Application. While registering for the Application, you agree to: (a) provide your true, accurate, current and complete information and b) maintain and promptly update the information

provided during the registration to keep it true, accurate, current, and complete.

Updates

You acknowledge and agree that Salzermay update the Application and add or remove features or functions to the Application at any time in its sole discretion. In order to enable access to new features and enhanced functionality of the Application, Salzermay require that you download and install updates to the Application from time to time.

Restrictions on Use

In addition to all the other Terms set forth herein, you shall not: (i) make the Application available to any third party; (ii) provide any service based on the Application without prior written permission; (iii) use the Application in any manner that could damage, disable, overburden, impair or harm the Application; (iv) use the Application in violation of any applicable local, state, national or international law; (v) use the Application for purposes that are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethically offensive, or instigate/ encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; (vi) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Application; (vii) use the Application to publish falsehoods, misrepresentations, or misleading statements; (viii) use the Application to impersonate someone; (ix) use the Application for sending illegal or

impermissible communications such as bulk messaging, auto-messaging, auto-dialing and the like; and (x) use the Application in a manner that may infringe intellectual property or other rights of another.

Third-party Services

The Application may allow you to access, use, or interact with third-party applications, websites, content, and other products and services ("Third Party Service(s)"). Access and use of such Third Party Services are subject to your acceptance of terms and privacy policies of such Third Party Services.

Content

You shall be solely responsible for the content that you upload, submit, store, send or receive on or through the Application (the "Content"). You represent and warrant that you have the right to upload the Content and that such use does not violate or infringe on the rights of any third party. Salzer shall not be liable for any errors or omissions in the Content, or for any loss or damage incurred as a result of use or distribution of the Content via the Application. With respect to the Content, you grant Salzer a worldwide, non- exclusive, royalty-free, irrevocable, sub-licensable and transferable license to use and transmit such Content for or in connection with the use of the Application. You retain full ownership of the Content and the proprietary rights associated with it.

Personal Information and Privacy

Personal information you provide to Salzer through the Application is governed by Catch up Privacy Policy. Your election to use the Application indicates your acceptance of the terms of the Catch up Privacy Policy. You are responsible for maintaining confidentiality of your account credentials and other sensitive information. You are responsible for keeping your device and your account safe and secure. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to service@salzergroup.com. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Indemnification

You agree to indemnify and hold harmless Salzer, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Application in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, any other claim related to your use of the Application including information provided in connection therewith.

Limitation of Liability

YOU AGREE THAT SALZER SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR

LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF SALZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SALZER'S ENTIRE LIABILITY TO YOU IN RESPECT OF THE APPLICATION, WHETHER DIRECT OR INDIRECT, EXCEED ONE HUNDRED DOLLARS ($100).

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. SALZER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM VIRUS OR OTHER HARMFUL CODE. SALZER MAKES NO WARRANTY THAT THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE APPLICATION SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE PHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE APPLICATION OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR

INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM SALER, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Suspension & Termination

We may suspend your user account or temporarily disable access to whole or part of the Application in the event of, a) breaches or violations of these Terms, b) requests by law enforcement or government agencies, c) a self-initiated account deletion request by you, d) discontinuance or material modification to Application (or any part thereof), or suspicion of illegal activity. Objections to suspension or disabling of a user account should be made to service@salzergroup.com within thirty days of being notified about the suspension or disabling of the user account. We may terminate a suspended or disabled user account after thirty days. Termination of the user account will include denial of access to the Application, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

Trademark

Catch up, SALZER and Salzer logo are trademarks of SALZER. You agree not to display or use, in any manner, the Salzer trademarks, without SALZER’s prior permission.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, or its statutory amendments. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappeasable. The arbitration shall be conducted in Coimbatore and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Salzer may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Modification of Terms

We may modify the Terms upon notice to you at any time through a service announcement or by sending email to the email address registered with us. Your continued use of the Application after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.