

TERMS OF USE

This user agreement is an electronic record in terms of Information Technology Act, 2000 ("**Act**") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This user agreement is generated by a computer system and does not require any physical or digital signatures.

1. Interpretation-

- 1.1. In these terms and conditions of use ("**Terms of Use**"), the following terms shall have the meaning as ascribed to them below:
- 1.2. "**User**" refers to you, the person visiting, accessing and/or using the service by means of any communication device.
- 1.3. "**The Establishment**" refers to "**www.blabbercat.com**", a blog operated and maintained by Astha Modi, who is the owner of all rights in this service.
- 1.4. "Service" shall mean all information, ideas, access and/or usage of the contents published on www.blabbercat.com, which is operated and owned by **Astha Modi**.
- 1.5. All references to "**You**" and "**Your**" shall mean the User. All references to "www.blabbercat.com", "**The Establishment**", "**We**", "**Us**" and "**Our**" shall mean **Astha Modi**, and her affiliates and team.

2. License to use Website [\[www.blabbercat.com\]](http://www.blabbercat.com)-

- 2.1. Your use of **the Website** being [\[www.blabbercat.com\]](http://www.blabbercat.com) and its services and tools are governed by the following Terms of Use. If You transact on **www.blabbercat.com** , You shall be subject to the policies that are applicable to the website for such transaction. By mere use of the website and/or software app, You shall be contracting with **Astha Modi** and these terms and conditions constitute your binding obligations.

- 2.2. By accessing this Service, You consent, agree and undertake to abide, be bound by and adhere to the Terms of Use and if You do not agree to these terms of use, You should not access or use the Service and any use thereafter shall be unauthorized.
- 2.3. By accessing and/or using the Service, You signify Your agreement to accept these binding Terms of Use herein. This document constitutes a legally binding user agreement between the Establishment and You. **IF YOU DO NOT AGREE WITH ANY OR ALL OF THE FOLLOWING TERMS OF USE (INCLUDING THE PRIVACY POLICY), PLEASE DO NOT ACCESS AND/OR USE THE SERVICE.**

3. Acceptable Use-

- 3.1. The Establishment grants You a personal, revocable, non-exclusive, non-transferable right to access and use the Service, for non-commercial use only and private viewing only, in accordance with these Terms of Use. These Terms of Use, govern Your access of the Service and any data, message, text, image, audio, sound, voice, codes, computer programmes, software, database, video, information, content, etc. that You host, publish, share, transact, display and/or upload.
- 3.2. The Service is being provided to You for free and there are no subscription charges for the usage of the Service. However, We reserve the right to adopt any method of monetization through the Service in the future as it deems fit.
- 3.3. This Service is offered and made available only to Users above the age of 18 years (or above 21 years where a guardian is appointed as per the Majority Act of 1875) ("**Age of Majority**") and/or only to persons who can enter into a legally binding contract under Indian Contract Act, 1872. If You are under the Age of Majority and continue accessing the Service, the Establishment will assume that You have reviewed these Terms of Use and the Privacy Policy with Your parent/legal guardian and Your parent/legal guardian understands and agrees to it on Your behalf. If You are under the Age of Majority at the time of accessing and/or using the Service, Your access and usage of the Service shall be deemed to be subject to parental/legal guardian consent and under parental/legal

guardian's guidance at all times. You and Your parents/legal guardians confirm that the Service is offered to You for Your enjoyment and these Terms of Use shall constitute a legally binding user agreement between the Establishment and Your parents/guardians who are contracting on behalf of You. Where Users are below the Age of Majority, all references to "User", "You" and "Your" shall mean and include You and Your parents/ legal guardians acting for and on Your behalf for Your benefit.

- 3.4.** Please note that the availability of the Service in Your jurisdiction, and Your ability to access the Service is subject to the Establishments' sole discretion. The Establishment may at its sole discretion restrict the Service from being accessed in certain geographical locations. You undertake that Your access of the Service shall be in compliance with all applicable laws (as amended from time-to-time). You understand that Your access of the Service and its contents may vary depending upon Your jurisdiction, device specifications, internet connection, etc. You acknowledge and agree that We will provide You only access to the Service and that You will be solely responsible for all equipment as may be necessary for You to access the internet, mobile and/or other connection, operator and service fees associated with Your access, etc.

4. User Content-

- 4.1. The Service may allow Users to **access** content, data, information, text, images, [videos, audios, audio-visuals], User's opinion, recommendation, advice, view, etc. ("**User Content**" and/or "**User Material**"). The User Content does not reflect the views of the Establishment. In no event shall the Establishment be held responsible for any User Material, neither does the Establishment endorse or recommend any User Material, nor shall the Establishment be liable for any loss or damages resulting from publishing of the User Content on the Service.
- 4.2. By submitting a User Material, You grant the Establishment a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to use, and authorize others to use the User Material in whole or in part, in any and all media, now known or hereinafter developed, including rights to use the User Content in isolation or

in combination with any other material. You agree that in such circumstances, You are not entitled to any intimation or compensation from Us.

- 4.3. We will have the right but no obligation to monitor, remove, suspend, destroy, use and change any User Material and/or content that is available on or via any chat area on the Service generally, if any, in any manner that the Establishment may in its sole discretion determine, at any time. Although We may endeavor to periodically monitor the User Material posted on the Service, we will not be responsible for the same.
- 4.4. In the event we host or put up any reviews whatsoever or programs, whether third party or own content or other such views, then the views shall demonstrate only the author's/editor's views and not the views of the Establishment.
- 4.5. By posting User Material on the Service, You undertake, represent and warrant to us that: **(a)** the User Material is original; **(b)** does not infringe the rights of any third party including without limitation Intellectual Property Rights; and **(c)** is not defamatory, derogatory or abusive or malicious or hurtful to any person, particular entity, groups, caste, religion, race or community or seditious or pornographic or obscene or in violation of any law.
- 4.6. You hereby confirm us has the right to determine whether any content, data or information published by You on the Service is appropriate and complies with these Terms of Use, and accordingly remove any and/or all of Your User Material, and terminate Your access without prior notice. This shall be without prejudice to any other rights and remedies that we have under law and/or in equity and/or under this Terms of Use.
- 4.7. If You submit any User Material on the Service, You shall be deemed to have waived any rights, interest and ownership in the User Material and deemed to have put the contents of the User Material in the public domain, making it open to re-use, reproduction, distribution, communication to the public, adaptation, etc. You understand the risks associated with publishing User Material on the Service and agree that we shall not be responsible or liable for any digital alteration, manipulation, morphing, illegal exploitation, etc. of any User Material posted by You.

- 4.8. You further agree that we shall not be responsible or liable to You for any threatening, defamatory, derogatory, obscene, offensive or illegal conduct by other users or any infringement of Your intellectual property rights, privacy rights, personal rights, etc. by other users of the Service.

5. Restricted access-

- 5.1.** You agree, covenant and undertake that You shall NOT host, display, upload, modify, publish, transmit, update, download or share any data, information, content or message that:
- 5.1.1.** belongs to another person and to which You do not have any right to;
 - 5.1.2.** is grossly harmful, harassing, blasphemous defamatory, derogatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; or disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - 5.1.3.** is misleading,
 - 5.1.4.** harm minors in any way;
 - 5.1.5.** infringes any patent, trademark, copyright or other proprietary rights or intellectual property rights;
 - 5.1.6.** violates any applicable national or international laws, regulations, rules and/or guidelines;
 - 5.1.7.** deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonates another person;
 - 5.1.8.** contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - 5.1.9.** threatens the unity, national interest ,integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission

of any cognizable offence or prevents investigation of any offence or is insulting to any other nation/country;

- 5.1.10.** is offensive or has menacing character;
 - 5.1.11.** causes annoyance, inconvenience, danger, obstruction, insult, injury, criminal intimidation, enmity, hatred or ill will;
 - 5.1.12.** cause annoyance or inconvenience or is intended to deceive or to mislead the addressee or recipient about the origin of such messages.
 - 5.1.13.** harasses or advocates harassment of another person;
 - 5.1.14. tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - 5.1.15. engages in commercial activities and/or sales without prior written consent from **Astha Modi** such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the sites. Throughout this Terms of Use, "prior written consent" means a communication coming from **Astha Modi'** legal personnel, specifically in response to your request, and specifically addressing the activity or conduct for which You seek authorization; or
- 5.2. You further undertake that You shall not use the Service to:
- 5.2.1. violate the privacy right or personal right or confidential information of any person;
 - 5.2.2. commit an act which could be construed as an act of cyber terrorism;
 - 5.2.3. collect, store and/or identify private/personal information of any user or person;
 - 5.2.4. facilitate personal attacks on other individuals, entity, groups, caste, religion, race or community;
 - 5.2.5. stalk or otherwise harass another person or user;
 - 5.2.6. upload, post or e-mail any content that You do not have a right to transmit under any law or under contract;

- 5.2.7. upload, post or e-mail any content that infringes privacy rights, intellectual property rights or other third-party rights of any person or party;
- 5.2.8. upload, post or e-mail any unsolicited or unauthorized advertising, promotional materials, junk- mail, spam, chain-letters or any other form of solicitation;
- 5.2.9. upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, devices, platforms or telecommunications equipment and/or the Service;
- 5.2.10. interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Service, including the Establishment's servers, networks or accounts;
- 5.2.11. disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Service are able to type, or otherwise act in a manner that adversely affects other users' ability to engage in real time exchanges;
- 5.2.12. cover, remove, disable, manipulate, block or obscure advertisements or other portions of the Service;
- 5.2.13. delete or revise any information provided by or pertaining to any other user of the Service;
- 5.2.14. promote and/or generate revenue for Yourself and/or any third-party business activity;
- 5.2.15. post unauthorized commercial communications and including advertisements; and/or You shall not engage in advertising to, or solicitation of, other users to buy or sell any products or services, including, but not limited to, products or services related being displayed or related to **Astha Modi**. You may not transmit any chain letters or unsolicited commercial or junk email to other users. It shall be a violation of these Terms of Use to use any information obtained from **www.blabbercat.com** in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the **website** without prior explicit consent. In order to protect our users from such advertising or solicitation, **www.blabbercat.com** reserves the right to restrict the number of messages or emails which a

user may send to other users in any 24-hour period which deems appropriate in its sole discretion.

5.2.16. manipulate or morph or alter or exploit any other User's User Material.

6. Price and Payment-

Price and Payments are subject to the instant terms and conditions attached on an "as is" "what is" basis.

7. Refunds-

Any claims related to Refunds shall be at the sole discretion of the Establishment, if any.

8. Limitations of Liability-

8.1. Nothing in the User Agreement will:

8.1.1. limit or exclude the liability of a party for death or personal injury resulting from negligence;

8.1.2. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

8.1.3. limit any liability of a party in any way that is not permitted under applicable law; or,

8.1.4. exclude any liability of a party that may not be excluded under applicable law.

8.2. The limitations and exclusions of liability set out in this Clause and elsewhere in the Terms of Use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the agreement or in relation to the subject matter of the agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3. We will not be liable to you in respect of any business losses.

8.4. We will not be liable to you in respect of any loss of or damage to profits, income, revenue, or anticipated savings.

8.5. We will not be liable to you in respect of any loss of use or production.

8.6. We will not be liable to you in respect of any loss of management time or office time.

8.7. We will not be liable to you in respect of any loss of business, contracts, commercial opportunities or goodwill.

8.8. We will not be liable to you in respect of any loss or corruption of any data, database or software.

- 8.9. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 8.10. Our aggregate liability to you in respect of a particular contract under the agreement will not exceed the total amount paid or (if greater) payable by you to us under that contract.
- 8.11. You accept that we are a limited liability entity and we have a legitimate interest in limiting the personal liability of our partners, members and employees. Having regard to that interest, you agree that you will not bring any claim personally against any individual partners, members or employees in respect of any losses you that you may suffer in connection with the service. This will not of course exclude the liability of **Astha Modi** for the acts and omissions of its partners, members and employees.
- 8.12. The limitations of liability in the Terms of Use protect any supplier of legal documents to us as they protect us.

9. Indemnity-

You agree to fully indemnify, defend and hold harmless the Establishment, its affiliates, associates and group companies, and their respective directors, key managerial personnel, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers from and against all losses, claims and damages including legal fees, expenses and costs resulting from:

- 9.1. arising, directly or indirectly, out of a breach by you of any of your obligations under the terms of use;
- 9.2. your violation of any third party right, including without limitation any publicity, privacy, or intellectual property right;
- 9.3. your breach of any applicable laws;
- 9.4. any unauthorized, improper, illegal or wrongful use of your account by any person, including a third party, whether or not authorized or permitted by you; and,
- 9.5. Your breach of any representation, warranty, covenant or undertaking under these terms of use or under applicable law.

This indemnification obligation will survive the expiry or termination of these Terms of Use.

10. Ownership of Intellectual Property Rights-

The following terms shall have the meaning as ascribed to them below:

- 10.1. "**Intellectual Property Rights**" shall mean all patents, trademarks, service marks, copyrights, database right, trade

names, brand names, trade secrets, design rights and similar proprietary rights of the Establishment whether registered or unregistered and all renewals and extensions.

- 10.2. All rights, title and interest in the Intellectual Property Rights in the Service including without limitation all its constituents, content, text, images, audios, audio-visuals, literary work, artistic work, musical work, computer programme, dramatic work, sound recording, cinematograph film, a video recording, performance and broadcast under the Copyright Act, 1957, specifications, instructions, abstracts, summaries, copy sketches, drawings, artwork, software, source code, object code, comments on the source code and object code, domain names, application names, designs, database, tools, icons, layout, programs, titles, names, manuals, graphics, animation, games, applications, user interface instructions, photographs, artist profiles, illustrations, jokes, memes, contests, and all other elements, data, information and materials ("**Materials**") are the property of the Establishment and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to Intellectual Property Rights laws of India and the world. The Establishment retains full, complete and absolute title to the Service and all Intellectual Property Rights therein.
- 10.3. The Service including any Materials thereon shall be deemed to be non-exclusively licensed to You by Us only for Your non-commercial personal use and only for such period as We may, in Our sole discretion, deem appropriate. You shall not use, reproduce, redistribute, sell, offer on commercial rental, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the Service (including without limitation the software, coding, constituents, elements, Materials, etc.) in any manner whatsoever.
- 10.4. You expressly confirm not to, directly or indirectly, copy, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, publish, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, market, promote, circulate, exploit, digitally alter or manipulate the Service (including any and all Materials therein) (in whole or in part) in any manner, medium or mode now known or hereinafter developed.

11.Third Party Websites-

- 11.1.** This Service may contain links to other websites owned and operated by third parties who are not related to the Establishment ("**Third-Party Websites**"). Third-Party Websites are not under the control of the Establishment and the Establishment shall not be responsible for the content of any Third-Party Websites or any hyperlink contained in a Third-Party Websites and makes no representation or warranty with respect to the content of any such Third-Party Websites.
- 11.2.** Your access and usage of any Third-Party Websites is entirely at Your own risk. The Establishment shall not be a party to any transaction between You and a Third-Party Website. Your use of a Third-Party Website is subject to the terms and conditions of that Third-Party Websites in addition to these Terms of Use. If there is any inconsistency these Terms of Use prevail. The above is subjected to the terms and conditions attached alongwith.
- 11.3.** The Service may contain third party advertisements, promotions, etc. (that may or may not contain embedded hyperlinks or referral buttons to Third-Party Websites). The display of such advertising does not in any way imply an endorsement or recommendation by the Establishment of the relevant advertiser, its products or services or any such Third-Party Website. You must refer directly to the relevant advertiser for all information regarding the advertiser and its products and/or services. The Establishment accepts no responsibility for any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction and/or any defects, deficiencies, claims, etc. arising out of an advertiser's products and/or services.

12.Force Majeure-

- 12.1.** Force Majeure shall mean-
- 12.1.1.** any event which is beyond our reasonable control;
 - 12.1.2.** hacker attacks, or virus or other malicious software attacks or infections;
 - 12.1.3.** problems with the internet, part of the internet, or any third party internet service provider; and/or

- 12.1.4.** power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.
 - 12.1.5.** You agree that the Establishment shall be under no liability whatsoever to You in the event of non-availability of the Service or any portion thereof occasioned by Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, network failures, server failures, failure of any public utility, terrorist attack, network maintenance, Service maintenance, server maintenance, or any other cause whatsoever beyond the control of the Establishment,
- 12.2.** Where a force majeure event gives rise to a failure or delay in us performing our obligations under the download agreement, those obligations will be suspended for the duration of the force majeure event.

13. Contests and Promotions-

Any and all contests, promotions, surveys and campaigns hosted or conducted on the Service are subject to separate contest terms and conditions ("**Contest T&Cs**") and You are requested to read the Contest T&Cs as well as Terms of Use before participating in the same and upon participation it shall be deemed that the participant has read and understood the Contest T&Cs. Terms of Use are deemed incorporated by reference into Contest T&Cs provided in respect of a particular activity.

14. Notice & Take Down Process-

- 14.1.** The Establishment does not endorse or promote any data, information, content or material published on the Service including User Material, and expressly disclaims any and all liability in connection with the same.
- 14.2.** If You believe that the Service contains any data, information, content or material that could be in violation of The Terms of Use and/or in violation of any applicable provision of law or rules and regulations thereunder, You may notify the Establishment of the same by sending an email notification at blabbercat.official@gmail.com. By doing so, please remember that You are initiating a legal process. Do not make false claims. Misuse of this process may result in the suspension of Your account and/

or other legal consequences. Please note that this provision shall be governed by applicable laws in India including relevant provisions of the Act. You may seek independent legal advice with respect to this legal procedure at Your sole cost, expense and consequences.

14.3. The Establishment shall take-down any data, information, content or material only upon receiving actual knowledge from a court order or on being notified by the appropriate government or its agency that unlawful acts would be committed if the said data, information, content or material is not deleted from the Service.

14.4. The Establishment further reserves the right (without the obligation of doing so) to take-down any data, information, content or material, without notice to User and without any liability either to the Establishment or its directors, key managerial personnel, officers, employees, that the Establishment in its sole discretion.

15. Termination-

The Establishment reserves the right to terminate Your access to all or part of the Service, at its sole discretion, without notice and without liability either to the Establishment or its directors, key managerial personnel, officers, employees, either for convenience or for any reason, including in the event of suspected or actual breach by You of any of these Terms of Use, the Privacy Policy, violation of any law including the Act and/or rules thereunder or any other regulation, or for any other reason that the Establishment deems fit.

16. Reservation of Right-

We reserve the right, at Our sole discretion, to change, modify or otherwise alter these Terms of Use at any time without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Service herein. Your continued use of the Service following the posting of changes and/or modifications shall constitute Your acceptance of any revised Terms of Use. The Establishment retains the right at any time to deny or suspend access to all or part of the Service to anyone who the Establishment believes has violated any of these Terms of Use.

17. Severability-

- 17.1. If any provision of these Terms of Use is found to be illegal, invalid or unenforceable, then to the extent to which such provision is illegal, invalid or otherwise unenforceable, it shall be severed and deleted and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable.
- 17.2. You confirm that Your representations, warranties, undertakings and covenants, and the clauses relating to indemnities, limitation of liability, grant of license, governing law, confidentiality shall survive the efflux of time and the termination of these Terms of Use.

18. Waiver-

Any express waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement.

19. Governing Law-

- 19.1. Any dispute arising out of the said Terms of Use shall be referred to an Arbitration by appointment of a sole arbitrator by the Establishment. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended upto date. The venue and place of the Arbitration would be Kolkata and the medium of exchange of all communications shall be English.
- 19.2. These Terms of Use shall be governed by and construed in accordance with the laws of the India and be subject to the exclusive jurisdiction of the Courts at Kolkata, without giving effect to any principles of conflicts of law.

20. Miscellaneous-

- 20.1. These Terms of Use contain the entire understanding between You and the Establishment and supersedes all prior understanding between the User and the Establishment in respect of the User's access and/or use of the Service.
- 20.2. Unless otherwise specified, the Service is presented solely for the purpose of entertainment and promoting programs. The Establishment makes no representation that the Service is appropriate or available for use in locations other than India.

Those who choose to access the Service from locations other than in India, do so on their own initiative and risk, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

20.3. The Privacy Policy (as provided on the Service), and any other documents, instructions, etc. included on the Service shall be read into this and shall be a part of these Terms of Use. The Privacy Policy shall form an integral part of the Terms of Use and both these documents constitute the user agreement and a legally binding contract between the Establishment and the User

21.Support-

The fastest and easiest way to notify the Establishment of any questions or queries with respect to the Service or for any grievance is by sending an email notification to Our grievance officer at blabbercat.official@gmail.com.