

TERMS OF SERVICE

IMPORTANT: [Sunkash Consulting Services], a company incorporated under the Indian Partnerships Act, 1932, and having its registered office at [Address-N-703, Raj Lakeview, BTM 2nd stage, Bangalore-560076, Karnataka, India], carrying on business under the brand styled as “Exploritage” (hereinafter referred to as “**Exploritage**”), has developed and solely owns a mobile audio touring guide called “**Exploritage**” (“**App**”, which expression shall include future releases of the application). Exploritage makes the App available for download and use on mobile phones to you as end-users of the App, subject to these Terms of Service (“**Terms**”)

Exploritage also operates a website at www.exploritage.com (“**Website**”) for marketing and information purposes only. It is clarified that Exploritage does not use the Website for any purpose other than the said purposes.

These Terms constitute a binding contract between Exploritage and you as a registered user of the App. If you do not agree to these Terms you must not register yourself with the App. In that event you shall not be able to avail of the Services (defined below) but you may continue on the App as a visitor.

Without prejudice to any other specific requirement which may be laid out in these Terms, your use of the Services and specifically, your acceptance of these Terms as aforesaid shall be deemed to be a representation from you that you are above 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

Headings of clauses are only for convenience and are not intended to be used to interpret the contents thereunder. Please read these Terms fully.

1. Services

1.1. Exploritage makes available to you the following services on the App (“**Services**”):

- 1.1.1. An audio guide of the heritage sites across India as listed on the App (“**Content**”).
- 1.1.2. Navigation guide of each of the listed monuments within a particular heritage site listed on the App.
- 1.1.3. Such other services as provided from time to time at Exploritage’s sole discretion.

1.2. Notwithstanding anything to the contrary in these Terms:

- 1.2.1. The Services enable you to utilize the information made available on the App in the form of Services for the purpose of augmenting the experience of your travel.
- 1.2.2. Exploritage makes reasonable efforts to verify the Content provided to Exploritage by its information partners. Exploritage does not make any representation or endorsement or offer any assurance that the Content is error-free, correct and complete in all respects. Exploritage and its information partners are independent parties and neither is an agent or partner of the other. As a prudent user, it shall be solely your responsibility to evaluate the Services before utilizing them for any activity other than the aforementioned purpose.

1.2.3. If you become aware of any errors on the App or Website we encourage you to contact Exploritage with the details of the errors and corrections. Exploritage shall make all reasonable efforts to carry out the corrections but shall not have any further liability to you in respect thereof.

1.2.4. Any references in the Content related to animals, persons, caste, sect, religion, circumstances and gender are made with the sole intention of dispensing complete chronological and factual information of the monument and heritage sites to you. This shall not be construed in a manner that is said to defame, derogate, incite violence or hatred against any such innocent references.

2. Applicability of the Terms

2.1. By registering yourself with the App you hereby give your unconditional consent to:

2.1.1. These Terms.

2.1.2. The “Privacy Policy” available for view on the Website and incorporated herein by reference. [\[Click here to view the Privacy Policy.\]](#)

2.1.3. Any other notice, disclaimer, policy, or term of use, by whatever name called, which may be applicable to the use of the Services from time to time.

3. Amendments

3.1. These Terms may be amended at any time by Exploritage. All such amendments shall be binding on you effective 24 hours after the amended Terms are made available on the Website. If you do not agree with any amendment, you shall stop your use of the Services with no liability from Exploritage to you except in case of orders placed prior to the amendments which shall be considered on a case to case basis.

3.2. Although Exploritage may attempt to notify you when major changes are made to these Terms, it shall be solely your responsibility to read and understand the most up-to-date version of the Terms on the Website. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

4. Registration

4.1. In order to use the Services on the App and Website, you shall be required to register on the App or Website and create an account. You hereby represent and warrant that any information you provide for the aforesaid purpose is correct and complete in all material respects. You shall be solely responsible to keep such information updated from time to time.

4.2. Upon registration on the App or Website, Exploritage shall assign you an account and issue a unique member ID.

4.3. You shall be solely responsible for maintaining the confidentiality and security of your member ID and password. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Exploritage immediately of any breach of security or unauthorized use of your account. Exploritage hereby disclaims any responsibility for use of the Services by any other person through your account, irrespective of whether or not you permitted such use.

- 4.4. In order to provide the Services effectively, the App may use cookies or other methods of collecting information about your use of the Services. You hereby waive any objection to the same. Please note that if you disable cookies and such features, you may not be able to avail of the Services effectively, and Exploritage shall not be responsible for the same.
- 4.5. Exploritage shall not be liable for any loss, damage, injury or any liability, whether in tort, contract or other theory of liability, resulting from any unauthorized use of your account. However, you shall always be liable for the losses of Exploritage or others due to such unauthorized use.
- 4.6. Subject to successful registration and your continued adherence to these Terms and any other terms and conditions prescribed from time to time, Exploritage shall permit you to access the App and use the Services therein.
- 4.7. Except as expressly provided herein, Exploritage does not grant any express or implied permission to use the Services. In addition to the restrictions specified in these Terms, you shall also comply with any special terms and conditions in respect of any specific Service.
- 4.8. Without prejudice to its other rights and remedies, Exploritage may, without prior notice, restrict your access or use of the App or Website (or any features within the App/Website), indefinitely suspend or immediately terminate this contract with you or stop you from using the Services if it is discovered that the details you gave at the time of registration are materially inaccurate or false, or if you fail to keep such details updated from time to time, in its sole discretion. Exploritage may also launch, change, upgrade or impose conditions to suspend or stop any Services or any features without prior notice, except that in case of a fee-based Service such changes will not substantially adversely affect the paying users in enjoying that Service.
- 4.9. Exploritage reserves the right to discontinue any aspect of the Services at any time.

5. Use of the Services

- 5.1. You hereby represent and warrant that you shall make use of the Services as a prudent, reasonable and law-abiding citizen.
- 5.2. Exploritage may, in its sole discretion, and upon receiving any complaints about you from other users, suspend your use of the Services or terminate your contract under these Terms.
- 5.3. Exploritage shall not be responsible for any delay or failure resulting from infrastructure issues, like server uptime, network availability and connectivity.
- 5.4. You shall be solely responsible for the utilization of a suitable audio device to access the Content. Exploritage shall in no way be held responsible for any damage, injury or loss suffered by you through the usage of an audio device.
- 5.5. You agree not to use any data mining, robots or similar data and/or image gathering and extraction methods in connection with the Services.
- 5.6. You shall not use the Services to defame, harass abuse, threaten or defraud others, or collect or threaten to collect personal information about other users, or to do anything that is contrary to the law, decency or morality.

- 5.7. You shall not use the Service to make unsolicited offers, advertisements, proposals, or send junk mail or spam to others.
- 5.8. You shall not take any action that would cause Exploritage to suffer any types of losses.
- 5.9. You agree not to collect or harvest from the Services any personally identifiable information, including account names, or to use the communication platforms provided by the Services (e.g., comments, email) for any commercial solicitation purposes.
- 5.10. In your Use of the Services, you shall always comply with all applicable laws.
- 5.11. You shall not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the content on the App.
- 5.12. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.
- 5.13. Except for the Services explicitly provided, Exploritage does not provide, control or endorse any third party information, products or services in any manner whatsoever even if such third party information, products or services are advertised on the App/Website.

6. Consideration and Payment Terms

- 6.1. Even if the Services are provided on a 'no charge' basis for a period of time, Exploritage shall have the right to charge such subscription fees as it determines in its sole discretion from time to time.
- 6.2. All payments shall be made by credit card, debit card, or such other method as Exploritage may specify from time to time.
- 6.3. Unless permitted otherwise by Exploritage as per the then prevalent subscription package, all fees shall be paid in advance of availing of the Services and shall be non-refundable. For the avoidance of doubt, Exploritage shall not refund any amount regardless of the reason for the termination or annulment of these Terms, even if you discontinue the Services during the period of your then current subscription package.
- 6.4. Any promotional offers made available from time to time to all or any group of Users shall be fulfilled on the terms of such offers and shall not confer any right or entitlement on you or affect your obligations under these Terms.
- 6.5. You shall also bear and pay all taxes that may be levied on any Services provided to you.
- 6.6. You shall have no right to set off or adjust amounts due from you to Exploritage from any amounts that are actually or allegedly due by Exploritage to you.
- 6.7. Non-payment of fees and such other amounts shall result in suspension or termination of these Terms and your ability to Use the Services.

7. Termination and Suspension

7.1. Notwithstanding anything to the contrary in these Terms, any other terms, or any other communication between you and Exploritage, Exploritage may terminate the Services at any time with or without notice, and for or without any reasons, with absolutely no liability to you.

7.2. Without prejudice to the foregoing:

7.2.1. Exploritage reserves the right to terminate these Terms without notice and without liability to you on becoming aware that you have violated these Terms or any other guidelines and rules published in respect of the Services.

7.2.2. Exploritage may block, restrict, disable, suspend or terminate your access to all or part of the Services at any time at Exploritage's discretion, without prior notice or liability to you.

8. Warranty Disclaimer

8.1. EXPLORITAGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND ANY INFORMATION AVAILABLE ON THE APP OR THROUGH ITS SERVICES, FIT FOR A PARTICULAR PURPOSE, OR ARE FREE FROM DEFECTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES WILL CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED HEREIN.

8.2. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES, CONTENT AND ANY DATA, INFORMATION, THIRD PARTY SOFTWARE, REFERENCE SITES, SERVICES, OR SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

9. Intellectual Property

9.1. Exploritage and its licensors, if any, shall be the sole and absolute owners of the Services, including but not limited to the Content and idea behind the Services, the copyright in all content on the App and Website and all trademarks, designs, logos and other insignia of trade used on the App or Website and elsewhere during the performance of the Services, all of which are subject to protection under patent, copyright, trade mark and trade secret and other intellectual property laws of India and other countries. Any copying of any part of the Services shall entail immediate termination of these Terms without prejudice to the other rights and remedies of Exploritage, including for civil wrongs and criminal offences.

10. Limitation of Liability

10.1. IN NO EVENT SHALL EXPLORITAGE, ITS OFFICERS, DIRECTORS AND EMPLOYEES, OR ITS CONTRACTORS, AGENTS, LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR

EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER), EVEN IF EXPLORITAGE OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO (I) THESE TERMS, (II) THE SERVICES, (III) YOUR USE OR INABILITY TO USE THE SERVICES; OR (IV) ANY OTHER INTERACTIONS WITH ANOTHER USER IN CONNECTION WITH THE SERVICES. IF THE FOREGOING LIMITATION IS NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF EXPLORITAGE SHALL BE Rs.500.

10.2. YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND EXPLORITAGE, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND EXPLORITAGE. EXPLORITAGE WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

10.3. YOU SPECIFICALLY ACKNOWLEDGE THAT EXPLORITAGE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING LIES ENTIRELY WITH YOU.

10.4. The Services are controlled and offered by Exploritage from its facilities in India. If you are a User outside India, please take note Exploritage is subject only to Indian law and only to the jurisdiction of Indian courts. Exploritage makes no representations that the Services are appropriate or available for use in other locations. Therefore, if you are a user outside India, you may use the Services solely on your own volition and at your own risk. You shall be solely responsible for compliance with local law.

11. Indemnity

11.1. You hereby agree to defend, indemnify and hold harmless Exploritage, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This indemnification obligation shall survive these Terms and use of the Services.

12. Governing Law and Arbitration

12.1. These Terms are governed by and shall be construed in accordance with the laws of the Republic of India without respect to its conflict of laws provisions.

12.2. Disputes, if any, shall be attempted to be resolved amicably for thirty (30) days. Unresolved disputes shall be referred to an independent, sole arbitrator in Bangalore appointed by Exploritage in accordance with the procedure established by the Arbitration and Conciliation Act, 1996. The arbitration proceeding shall be conducted in the English language and be binding upon the Parties. Subject to the foregoing, you hereby consent to the exclusive jurisdiction of the Courts in Bangalore.

13. Contact Us

- 13.1. If you believe that Company has not complied with this Policy with respect to your personal information or would like us to update information we have about you or your preferences or if you have any questions about our Policy, please feel free to contact our Privacy Grievance Officer at: info@exploritage.com or 09886145881

14. Miscellaneous

- 14.1. Headings. All headings used in these Terms are for convenience only and shall not affect the construction hereof.
- 14.2. No Waiver. No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed.
- 14.3. Severability. If any provision of these Terms is prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or enforceable nor the remaining provisions hereof, nor render unenforceable such provision in any other jurisdiction. In the event any provisions of these Terms shall be held to be invalid, illegal or unenforceable, the parties hereto shall use their best efforts to substitute valid, legal and enforceable provisions which, insofar as practical, implement the purposes hereof.
- 14.4. Cumulative Remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 14.5. Force Majeure: If the whole or any part of the performance of the respective obligations of the parties hereunder is prevented or delayed by reasons of natural calamities, war, arson, civil disturbance, and such other reasons beyond the reasonable control of a person (each a "Force Majeure Event"), then to the extent either party shall be prevented or delayed from performing all or any part of their respective obligations under these Terms despite due diligence and reasonable efforts to do so, then such party shall be excused from performance hereunder for so long as reasons of Force Majeure Event. A Force Majeure Event shall not affect the payment obligations of the parties unless there is legal bar / embargo to the making of the payments.
- 14.6. Assignment: The right to use the Services is personal to you and is not transferable by assignment, sublicense, or any other method to any other person or entity.
