

Darwinbox Terms Of Use

1. Background

- 1.1. www.darwinbox.com and *.darwinbox.com (“**Websites**”) and the mobile apps, web interfaces, APIs, documentation, servers and all other Intellectual Property, software and infrastructure (individually referred to as “**Darwinbox Application**” and collective as “**Darwinbox**” are owned, registered and operated by **Darwinbox Digital Solutions Pvt Limited (“Company”)**, a company, incorporated in India.
- 1.2. These Terms of Use (“**Terms of Use**”), which include and hereby incorporate the Privacy Policy at [www.darwinbox.com](“**Privacy Policy**”), are a legal agreement between the Company and you (“**You**” or “**User**”). By using or accessing Darwinbox, You agree (i) that you are 16 years of age or older, (ii) if You are the age of majority in your jurisdiction or over, that you have read, understood, and accept to be bound by the Terms of Service and the Privacy Policy.
- 1.3. We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting to the Website/Darwinbox Product and Your continued use of the Website/Darwinbox Product, and/or the Services (as *defined below*) constitutes Your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website/Darwinbox Product.

2. Services and restrictions on use

- 2.1. You may use the Services in accordance with our contractual arrangement with you or your Employer / organisation that you represent.
- 2.2. Subject to your compliance with these Terms of Use, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Service.
- 2.3. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms of Use
- 2.4. Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. The Company reserves the right to refuse any user access to the Services without notice for any reason, including but not limited to a violation of the Terms of Use.
- 2.5. If you violate these Terms of Use, the Company reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all Accounts you have created using the Service. You agree that the Company need not provide you notice before terminating or suspending your Account(s), but it may do so.

3. Privacy

- 3.1. Your privacy is important to us. Please read the Darwinbox Privacy Policy on our website at <https://darwinbox.com/images/Darwinbox-Privacy-Policy.pdf> (the "Privacy Policy") as it describes the types of data we collect from you and your devices ("Personal Data"), how we use your Data, and the legal basis for which we have to process your Personal Data.

4. Usage of Darwinbox Suite

- 4.1. If you use a Darwinbox Product, as a User you are responsible for maintaining the security of the devices on which the Darwinbox Product is installed and/or used, as well as the security of your account associated with the Darwinbox Product. You are responsible for all activities that occur on a Darwinbox Product under your account.
- 4.2. You may only access the Darwinbox Suite and use the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all provisions of Applicable Law pertaining to Your use of the Darwinbox Suite and Services. You agree that You will not in any way:
 - Interfere with the ability of others to access or use the individual Darwinbox Products and the Darwinbox Suite;
 - Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
 - Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar

software or programs that may damage the operation of the Service or other users' computers;

- Violate any Applicable Laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Service.

5. Governing Law

5.1. These Terms of Use shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles. The courts in Hyderabad, India, shall have the exclusive jurisdiction to determine any disputes arising in relation to, or under, these Terms of Use.