

# **JOCO TERMS OF USE**

These Terms of Use are for the use of “JOCO Platform”, which includes JOCO Website, JOCO Web Portal and JOCO Mobile App.

## **1. Use of JOCO Platform**

Below is an overview of our Terms of Use for our “JOCO Platform”, which includes JOCO Website, JOCO Web Portal and JOCO Mobile App. You should read the complete Terms of Use because that document (and not this overview) is our legally binding agreement.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR ACCESSING THE SITE. By accessing or using the JOCO Platform, you acknowledges that you have read, understand / understood and agree/d to be bound by these Terms of Use, and the applicable law. These Terms of Use contain your rights, obligations and restrictions when using the JOCO Platform. If you do not agree to these Terms of Use, please do not use or access the JOCO Platform.

Our privacy statement is incorporated into these Terms of Use by this reference, further describes the collection and use of information on the JOCO Platform and in the provision of JOCO services and the use of cookies. To read more about how JOCO deals with your information and the use of cookies, please read JOCO's privacy statement, available [here](#).

You may use the JOCO Platform, and the information, writings, images and/or other works that can be seen, heard or otherwise experienced on the JOCO Platform (singly or collectively, the "JOCO Content") solely for non-commercial, personal purposes and/or to learn about JOCO's products and services. No right, title or interest in any JOCO Content is transferred to you in any form or manner, whether as a result of downloading such JOCO Content or otherwise.

JOCO may update and change the JOCO Platform and the Contents of the JOCO Platform from time to time at their discretion without give you any notice. JOCO reserves the right to modify these Terms of Use at any time without prior notice. Use of the JOCO Platform following any such modification constitutes your agreement to follow and be bound by these Terms of Use as modified.

## **2. Restrictions on use**

You agree to use the JOCO Platform only for lawful purposes. You agrees not to take any action that might compromise the security of the JOCO Platform, render the JOCO Platform inaccessible to others or otherwise cause damage to the JOCO Platform or the Contents of JOCO or interfere with the rights of third parties. You agree not to change or delete any ownership notices from any materials downloaded, printed or otherwise obtained via the JOCO Platform; not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any JOCO Content available through the JOCO Platform. You shall not mirror or frame the home page or any other pages of the JOCO Platform on any other web JOCO Platform or web page. You are prohibited from using any of the marks or logos

appearing throughout the JOCO Platform without express written permission from the trademark owner.

### **3. Intellectual Property**

You acknowledge and agree that the materials on the JOCO Platform, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Materials") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to JOCO. Materials on the JOCO Platform are provided to you as is for your information and personal use only and shall not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the JOCO Platform for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the JOCO Platform or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the JOCO Platform or the Materials therein. Any reproduction, modification, creation of derivative works from or redistribution of the JOCO Platform, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the JOCO Platform, the Materials, or any portion thereof to any other server or location for further reproduction or

redistribution is expressly prohibited. You further agree not to reproduce, duplicate or copy Content or Materials from the JOCO Platform. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the JOCO Platform.

All JOCO Content on the JOCO Platform is a collective work and is the proprietary property of JOCO. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

#### **4. Links to Third-Party Web Sites**

The JOCO Platform contains links to third party sites, and is integrated with various third party services, applications and sites that may make available to you their content and products. Links on the JOCO Platform to third party web sites or information are provided solely as a convenience. By using these links, you will leave the JOCO Platform. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by JOCO of the third party, the third-party web site, or the information contained therein. JOCO does not control these third parties and are not responsible for those sites or services or their content or products. These third parties may have their own terms and policies, and your use of them will be governed by those terms and policies. You do not have a license to use the intellectual property of third parties merely by way of your access to our JOCO Platform.

JOCO is not responsible for the availability, content or policies of any such web sites and access such third party websites is solely at your own risk.

#### **5. Disclaimer of Warranties**

Although care has been taken to ensure the accuracy of the information on the JOCO Platforms, JOCO assumes no responsibility therefor. The JOCO Platform and the JOCO Content are provided 'as is' and 'as available' and we make no warranties of any kind with respect to our JOCO Platform.

JOCO does not represent or warrant that the JOCO Platform will always be available, be uninterrupted or error-free, that any defects will be corrected, or that the JOCO Platform or the server that makes the JOCO Platform available is free of viruses or anything else harmful.

To the fullest extent permitted by law, JOCO disclaims all warranties, express or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, as to the operation of the JOCO Platform, use of the JOCO Platform and the JOCO Content. JOCO may suspend or withdraw or restrict the availability of all or any part of the JOCO Platform for business and operational reasons.

You expressly acknowledge and agree that the use of the JOCO Platform and the services is entirely at your own risk and that the JOCO Platform is providing to you the services on "as is" and on an "as available" basis without any warranties of any kind. To the full extent permitted by applicable law, JOCO disclaims all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. JOCO also disclaims any warranties

regarding (a) the reliability, timeliness, accuracy, and performance of the JOCO Platform, (b) any information, advice, services, or goods obtained through or advertised on the JOCO Platform or by JOCO, as well as for any information or advice received through any links to other websites or resources provided through the JOCO Platform, (c) the results that may be obtained from the Site, and (d) the correction of any errors in the JOCO Platform, (e) any material or data obtained through the use of the JOCO Platform, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through the JOCO Platform. JOCO makes no warranties or representations about the accuracy or completeness of the contents of the JOCO Platform or the contents of third party platforms / sites or websites linked to the JOCO Platform and assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content, (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the JOCO Platform. (iii) Any unauthorized access to or use of JOCO servers and/or any and all personal information and/or financial information stored therein, (iv) Any interruption or cessation of transmission to or from the JOCO Platform, (iv) Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the JOCO Platform by any third party, and/or (v) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the JOCO Platform or the service. JOCO does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the JOCO Platform or any hyperlinked website or featured in any banner or other advertising, and JOCO

will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **6. Limitation of Liability**

To the full extent permitted by applicable law, you agree that in no event shall any JOCO be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any JOCO Parties have been advised of the possibility of such damages) arising out of or in connection with (a) the JOCO Platform or this Agreement or the inability to use the JOCO Platform (however arising, including our negligence), (b) statements or conduct of or transactions with any member or third party on the JOCO Platform, (c) any other matter relating to the JOCO Platform. If you are dissatisfied with the JOCO Platform, the JOCO Content, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the JOCO Platform.

In no event shall JOCO, nor its Affiliates, Suppliers, Advisors, its officers, Directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if JOCO has been advised of the possibility of such damages), resulting from any aspect of your use of the JOCO Platform or the service, including without limitation whether the damages arise

from use or misuse of the JOCO Platform or the service, from inability to use the JOCO Platform or the service, or the interruption, suspension, modification, alteration, or termination of the JOCO Platform or the service. Such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the JOCO Platform or the service or any links on the JOCO Platform, as well as by reason of any information, opinions or advice received through or advertised in connection with the JOCO Platform or the service or any links on the JOCO JOCO Platform. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that JOCO shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you. The JOCO Platform is controlled and offered by JOCO from its facilities in India. JOCO makes no representations or warranties that the JOCO Platform is appropriate for use in other locations. Those who access or use the JOCO Platform from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

## **7. Indemnification**

You understand and agree that you are personally responsible and liable for your behaviour and actions on the JOCO Platform. You agree to indemnify, defend and hold harmless JOCO, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses,



liabilities, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of use, misuse of the JOCO Platform, the JOCO Content, violation by you of these Terms of Use, any law or the rights of any third party.

## **8. General Provisions**

Entire Agreement: These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof superseding any prior agreements between you and JOCO on the such subject matter. No waiver by ATPI of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

No Waiver: No waiver by JOCO of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

No Agency: No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and JOCO is intended or created by this Agreement.

Severance: If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect.

Force Majeure: We will not be liable to you for any lack of performance, or the unavailability or failure, of the JOCO Platform, or for any failure or delay by us to comply with these Terms, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

Correction of Errors and Inaccuracies: The JOCO Platform, in particular the JOCO Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. JOCO therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the JOCO Content at any time without prior notice. JOCO does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

Notices: Any notices to be sent to JOCO in connection with these Terms should be sent to [info@jocointl.com](mailto:info@jocointl.com)

Governing Law and Jurisdiction: The Terms of Use, the JOCO Platform, the Privacy Policy shall be governed and construed in accordance with the laws of the Republic of India and the Courts at Mumbai shall have exclusive jurisdiction on all matters and disputes arising out of and relating to the JOCO Platform.