

## MY SPACE - TERMS OF USE

### INTRODUCTION

Jiostar India Private Limited and its affiliates (hereinafter referred to as “the **Company**”, “**We**”, “**Us**” or “**Our**” or “**Jiostar**”) are providing Jiostar MySpace (mobile application) (hereinafter referred to as “**App**”) for use only by authorised persons having access to official Jiostar e-mail ID [collectively referred to as “**User(s)**”, “**You**”, “**Your**”] only to perform *inter alia* the below activities (“**Services**”):

App will function as a centralized employee platform and shall include the following key Services:

- MicroApps, including:
  - Meeting Room Booking
  - Visitor Management
  - Meal Booking
  - Service/Help Desk
  - Company News and Events
  - Jiostar Connect / Promos
  
- Employee Resources:
  - Accessible Applications
  - FAQs
  - Company Policies
  - Deals & Offers
  - Special Days
  - Office Addresses
  - Holiday List
  - Emergency
  - Medical/Health
  - HR Support

### GENERAL

- This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder and provisions pertaining to electronic records as maybe applicable under various statutes amended from time to time. These Terms of Use (“**Terms**”) are an electronic record generated by a computer system and does not require any physical or digital signatures.
- Please read these Terms carefully. By accessing and using this App and the Services, you agree that you have read, understood, and accepted the Terms including any additional terms and conditions and any policies referenced herein.
- Your use of the App and the Services is subject to compliance with these Terms, applicable internal policies and the terms and conditions of Your employment contract with the Company including without limitation those policies governing confidentiality and Code of Business Conduct.
- Your use of the App and the Services is further subject Privacy Notice published within the App (as maybe amended from time to time) (“**Privacy Notice**”).

### ENTIRE AGREEMENT

These Terms and Privacy Notice constitute the entire agreement between You and Company governing Your use of the App and the Services, superseding any prior agreements between You and Company regarding such use.

### CHANGES

Company reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on Your use of the App and the Services. Any material updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as “Additional Terms”) will be posted on the App and will be effective immediately after such posting and thereafter incorporated into these Terms. Your continued use of the App and the Services will be deemed to constitute your acceptance of any and all such Additional Terms.

## **USER ACCOUNT**

User account will be directly linked to the User’s official Company login credentials. The User is responsible for safeguarding the password that the User will use to access the App and for any Services or actions under the password field. User agrees not to disclose their password to any third party. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

## **CONTENT**

### **GUIDELINES PERTAINING TO CONTENT INPUT**

“Content” refers to content such as text, images, or other information that can be inserted, posted, uploaded, linked to or otherwise made available by the User on the App, regardless of the form of that content.

User confirms and warrants that all the Content provided by the User on the App is true, current, complete and accurate in all respects.

User represents and warrants that: (i) the User has the right to use the Content and (ii) the insertion, posting, using, reproducing, storing of such Content on or through the App does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. User grants the Company the right and license to use, modify, reproduce, and distribute such Content on and through the App as per the business requirement of the Company.

Users acknowledge that the Company does not guarantee any confidentiality with respect to any Content.

User acknowledges, consents and agrees that Company may access, preserve, and disclose its account information subject to the Privacy Notice, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) business requirement; or (d) protect the rights, property or personal safety of Company, its employees and the public.

### **CONTENT RESTRICTIONS**

The Company is not responsible for the User’s content. You may not transmit shall Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- (a) belongs to another person and to which User do not have any right to;
- (b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

(i) threatens the unity, integrity, defence, 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 any other nation;

(j) Promoting unlawful activity.

(k) Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.

(l) Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms. The Company further reserves the right to make formatting and/ or editing changes or change the manner of any Content. The Company can also limit or revoke the use of the App if the User posts such objectionable Content. The Company cannot control all Content posted by Users on the App. Users understand that by using the App they may be exposed to Content that they may find incorrect or objectionable, and User agrees that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content.

In no event does the Company assume any responsibility or liability whatsoever for any Content, and User agrees to waive any legal or equitable rights or remedies Users may have against the Company with respect to such Content.

User may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing their copyright.

If you have any complaints relating to any Content upload on the App, then please contact [myspace.support@jiostar.com](mailto:myspace.support@jiostar.com)

Your email, which must bear your digital signature or a signed written complaint should include the following information:

- i. Details of the objectionable Content;
- ii. Details of the basis of the objection;
- iii. Other relevant information required by Company to assess the complaint.

The Company shall take all reasonable measures, including taking down the objectionable Content expeditiously. User agrees and acknowledges that the Company's responsibility in relation to objectionable Content is limited to removing them pursuant to receipt of its objections in accordance with these Terms and the Company shall not be responsible or liable for any other damages or losses incurred by User of any nature whatsoever.

## **ACCESS AND USE OF THE APP AND THE SERVICES**

By agreeing to use/avail the App and the Services:

1. You acknowledge and agree that Your information and any other personal data collected by Company is subject to the Privacy Notice. For more information, view the full Privacy Notice. Company may collect information such as occupation, language, zip code, area code, unique device identifier, location, and the time zone where the Services is used.
2. You acknowledge, consent and agree that Company may access, preserve, and disclose Your account information subject to the Privacy Notice, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to Your requests for customer service; or (d) protect the rights, property or personal safety of Company, its users and the public.
3. You acknowledge and agree not to either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms. Further, You agree not to either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast,

perform, display, sell, transmit or retransmit the Content or create any derivative work and/or material based on the Content.

4. In case the Site allows You to download or stream any of the Content therein, You agree that You will not use, sell, transfer or transmit the Content to any person or upload the Content on any other website, webpage or software, which may violate/cause damages or injuries to any rights of Company or its affiliates or any third party including privacy rights, publicity rights, and intellectual property rights.
5. You agree that the trademarks, logos and service marks shown on this App are registered trademarks of their respective owners. Nothing in Your use of the App and the Services shall be interpreted as granting any license or right to use any image, trademark, logo or service mark made available on the App.
6. You waive your right to any claim based on the detrimental effects or results of any reliance placed by the user on any information or data available on the App.

## **APPLICATION MANAGEMENT**

Company reserves the right, but not the obligation, to: (1) monitor the App for violations of these Terms; (2) take appropriate action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, termination of your employment; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of User Content or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the App or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App.

User agrees that Company has the right to temporarily suspend access to the whole or any part of the App for any technical/operational reason. Company may, but shall not be obliged to, give User as much notice of any interruption of access to the App as is reasonably practicable. Company will restore access to the App as soon as reasonably practicable after temporary suspension.

User agrees that Company shall be under no liability whatsoever to the User in the event of non-availability of the App or any portion thereof occasioned by Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite failure or any other cause whatsoever beyond the control of Company.

User agrees that the Company shall not be responsible for any problems or technical malfunction of any online systems, servers or providers, equipment's or software due to technical problems or traffic congestion on the App, including any injury or damage to the User(s)' or to any person(s)' device related to or resulting from participation or downloading materials from the App.

## **INTELLECTUAL PROPERTY RIGHTS**

Company is the owner or the licensee of all intellectual property rights of the App, including all source code, databases, functionality, software, App designs, audio, video, text, photographs, and graphics in the App (collectively, the "**Company Materials**"), as well as the trademarks, service marks, and logos contained therein (the "**IP Rights**"). Company Materials and IP Rights are protected by applicable copyright and trademark laws. Company Materials and IP Rights are provided in or through the App "AS IS" for internal business purposes only.

Subject to the User's compliance with these Terms, the Company grants you a non-exclusive, non-transferable, revocable license to access the App solely for the User's non-commercial and internal business purposes only.

The Company reserves all rights not expressly granted to the User in and to the App, Company Material, and IP Rights. Any breach of these Intellectual Property Rights will constitute a material breach of these Terms and the Users right to use the App will terminate immediately.

User acknowledges and agrees not to either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the App Content or any digital rights management mechanism, device, or other content

protection or access control measure associated with the App Content including geo-filtering mechanisms. Further, User agrees not to either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the App content or create any derivative work and/or material based on the App content.

## **SEVERABILITY**

If any provision of these Terms is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions given full force and effect.

## **INDEMNITY**

You agree to defend, indemnify and hold harmless Company, 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 Content; (ii) unauthorised use of the App; (iii) Your violation of these Terms and the Privacy Notice; (iv) Your violation of any third party right, including without limitation any Intellectual property rights, copyright, property, or privacy right; (v) Any overt harmful act toward any other User of the App with whom you connected via the App; (vi) Your breach of any applicable laws. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. This indemnification obligation will survive the expiry or termination of Terms and Your use of the App and Services.

## **LIMITATION OF LIABILITY**

In no case shall star, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the app and the services or any content or material thereof or for any other claim related in any way to your use of the app and the services or any content or material thereof, including, but not limited to, any errors or omissions in any content or material, or any loss or damage of any kind incurred as a result of the use of the app and the services or any content or material thereof, even if advised of their possibility. Where the laws do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, star's liability shall be limited to the extent permitted by law.

## **TERM AND TERMINATION**

These Terms shall remain in full force and effect while you use the App. Without limiting any other provision of these Terms, We reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the App (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any of these terms or of any applicable law or regulation. We may terminate Your use or participation in the App or delete Your account and any Content or information that you posted at any time, without warning, in our sole discretion. In addition to terminating or suspending your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Confidentiality and such other provisions which by its very nature can continue to survive shall survive the expiration or termination of your use of the App.

## **GOVERNING LAW**

The relationship between You and Company shall be governed by the laws of India without regard to its conflict of law provisions and for resolution of any dispute arising out of Your use of the App and the Services. Notwithstanding the foregoing, You agree that Company has the right to bring any proceedings before any court/forum of competent jurisdiction and You irrevocably submit to the jurisdiction of such courts or forum.

## **MISCELLANEOUS**

These Terms and any policies or operating rules posted by us on the App or in respect to the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We

may assign any or all of our rights and obligations to others at any time. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

## **SUPPORT**

If You have any questions, complaints or claims with respect to the App, then such correspondence should be directed to the address as given below.

[myspace.support@jiostar.com](mailto:myspace.support@jiostar.com)