

ABStream™ Terms and Conditions for Software and Related Services (“T&C”)

Last Updated: December 21, 2015

April Broadcast Private Limited, (“**ABPL**”, “**we**”, “**us**” or “**our**”) offers a variety of products and services related to production, sharing and viewing of live and recorded video, graphics content, audio content and associated data. Unless otherwise agreed to in writing by you and ABPL, these T&C apply to and govern your use (including any trial use) of the following software and services products: **ABStream™** software, **ABStream™** website pages at www.abstream.tv; optional and add-on features, modules and tools associated with our software; our software maintenance and support services; personal services performed by our personnel or otherwise on behalf of us related to video production, encoding, distribution, or promotion; and our other subscription software and related professional solutions. For the purposes of these T&C, we shall collectively refer to the foregoing services and products as the “**Software and Related Services**”.

Please read these T&C carefully before accessing or using the Software and Related Services, as these T&C constitute a binding legal agreement between you and ABPL. **IF YOU DO NOT AGREE WITH THESE T&C, YOU MAY NOT USE ANY OF OUR SOFTWARE AND RELATED SERVICES.**

These T&C are a legal agreement between you and ABPL and apply to you whether you are a contributor to audio or video streaming (a “**Webcaster**”) or a visitor just accessing or browsing the website pages (each, a “**User**”). **YOU UNDERSTAND THAT BY CLICKING THE “I AGREE” BUTTON, OR BY USING THE SITE, SERVICES (INCLUDING ANY CONTENT PROVIDED THEREIN), OR YOUR ACCOUNT, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE OR THROUGH THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE T&C. IF YOU DO NOT AGREE OR ACCEPT THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE, SERVICES OR CONTENT.**

If you agree to these T&C on behalf of a business, you represent and warrant that you have the authority to bind that business to these T&C and your agreement to these terms will be treated as the agreement of the business. In that event, “you” and “your” will refer and apply to that business.

1. Eligibility and Registration.

1. If you wish to access certain Software and Related Services, you will be required to create an account. You must be at least 18 years of age to use our Software and Related Services.
2. When you register with ABPL and set up your account you will be asked to choose a username and a password. You agree to provide ABPL with accurate, true, current, and complete information. You agree to promptly update your information for your account(s) on an ongoing basis. You authorize ABPL, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your information for your account(s). You agree that you

will not use false identities or impersonate any other person or use a username or password that you are not authorized to use.

3. You agree that the information that you provide to us upon registration, and at all other times will be true, accurate, current and complete. Without limiting any other terms of this T&C, you may not use false identities or impersonate any other person or use a username or password that you are not authorized to use. ABPL reserves the right to require you to change your username for any reason and may do so at any time.
4. You are responsible for safeguarding your account administration password(s) and you agree not to disclose your password(s) to any third party. You are solely responsible for any activities or actions taken under your password(s), whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your password. ABPL reserves the right to require you to change your username or password for any reason and at any time.
5. If you become a User you consent to the use of: (a) electronic means to complete these T&C and to provide you with any notices given pursuant to these T&C; and (b) electronic records to store information related to these T&C or your use of the Site and Services. Our **Privacy Policy** contains information about our policies and procedures regarding the collection, use and disclosure of information we receive from Users.

2. Modification.

1. ABPL reserves the right, at its sole discretion, to modify, discontinue or terminate all or a portion of the Software and Related Services, or to modify these T&C, at any time and without advance notice. If we modify these T&C, we will update the “Last Updated” date at the top of these T&C. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Software and Related Services. By continuing to access or use the Software and Related Services after ABPL makes any such revision, you agree to be bound by the revised T&C.

3. Termination and Account Cancellation.

1. Without limiting other remedies, ABPL may immediately terminate or suspend your access to the Software and Related Services and remove any material (including User submissions) from the Site or our servers, in the event that you breach these T&C. Notwithstanding the foregoing, we also reserve the right to terminate the Software and Related Services or your access thereto at any time and for any reason. In addition, ABPL may notify authorities or take any actions it deems appropriate, without notice to you, if ABPL suspects or determines, in its own discretion, that you may have or there is a significant risk that you have: (i) failed to comply with any provision of these T&C or any policies or rules established by ABPL; or (ii) engaged in actions relating to or in the course of using the Software and Related Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, ABPL, Users, or any other third parties or the Software and Related Services .

2. You may terminate your account at any time and for any reason by sending us an email at abstreamtv@aprilbroadcast.com. Upon any termination by a User, the related account will no longer be accessible.
3. After any termination, you understand and acknowledge that we will have no further obligation to provide the Software and Related Services. Upon termination, all licenses and other rights granted to you by these T&C will immediately cease. ABPL is not liable to you or any third party for termination of the Software and Related Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING USER SUBMISSIONS) THAT YOU HAVE SUBMITTED ON THE SITE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, ABPL will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party.
4. Any suspension, termination or cancellation will not affect your obligations to ABPL under these T&C (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

4. Copyrighted Materials: No Unauthorized Use.

1. YOU WILL NOT USE THE SOFTWARE AND RELATED SERVICES TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO OR STORE ANY MATERIAL THAT INFRINGES COPYRIGHTED WORKS OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. ABPL has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be infringing the rights of copyright holders.

5. Intellectual Property Rights and Ownership; Limitations.

1. Definitions. Certain types of content are made available through the Site. “Content” as used in these T&C means, collectively, the text, data, graphics, images, photos and video files made available by ABPL through the Site and Services, excluding User Submissions. “**User Submissions**” as used in these T&C means, collectively, the text, data, graphics, images, photos and video files and other content and information which Users or our other third party licensors stream, post, upload and otherwise submit to the Software and Related Services, including, without limitation, in broadcast chats, discussion groups, message boards and Member created profile pages. ABPL reserves the right to remove and permanently delete any Content or User Submissions from the Site without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available any User Submissions, emails or other materials that are believed to violate these T&C.
2. Content. Subject to your compliance with these T&C, you may access and use the Software and Related Services, Content and User Submissions for your own

personal non-commercial use. Any commercial use of the Site, Services, Content or User Submission requires ABPL prior written approval (e.g., pursuant to additional or separate terms and conditions provided by ABPL). You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, Content, User Submissions or related products and services and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Site, Content, User Submissions (other than your User Submissions). Notwithstanding you may distribute certain Content or User Submissions, solely where ABPL makes the means for distribution of such Content or User Submissions possible via the ABStream™ application and/or website. ABPL and its licensors own all right, title and interest, including all worldwide intellectual property rights in the Site, Services, Content and the trademarks, service marks and logos contained therein, other than your User Submissions.

3. User Submissions.

1. License Grant. ABPL does not claim ownership rights in your User Submissions. However, by uploading, streaming, submitting, emailing, posting, publishing or otherwise transmitting any User Submission to ABPL on our website or to the Software and Related Services, you hereby grant ABPL a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast and otherwise exploit such User Submissions in any form, medium, device or technology now known or later developed, including without limitation on third party websites and platforms where the Software and Related Services are syndicated. For example, ABPL will have the right to insert, place or include all types of advertisements within or around your User Submissions, including without limitation to running or streaming pre-rolls, mid-rolls, post-rolls, overlays, banners, campaign and companion ads and any other type of advertising units in connection with your User Submission. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to grant the foregoing licenses to ABPL. You agree to execute and deliver such documents and provide all assistance reasonably requested by ABPL to give to ABPL the full benefit of the rights granted to ABPL by you.
2. Limitations. You acknowledge and agree that ABPL may, at its option, establish limits concerning User Submissions, including without limitation the number and/or types of unique users, concurrent seats, and/or other types of log-ins and/or passwords available for your Software and Related Services account(s), the number of Viewer Hours that may be used in any month or other period within the Term and/or other bandwidth-related limitations or restrictions, the number of Channel Managers assigned to your Software and Related Services account(s) and/or particular Channel(s), the maximum number of days that User Submissions will remain on our website and App, the maximum size of any files that may be stored on or uploaded to the Site and App, and the maximum disk space that will be allotted to you for

the storage of User Submissions on ABPL's servers. User Submissions that exceed any established limit ("**Storage Limitation**") at any time throughout your use of the website will be deleted by ABPL, with or without advance notice to you. ABPL will delete the User Submissions (in whole or partial) from your account until your account is below the Storage Limitation. ABPL will have no responsibility or liability for User Submissions that are deleted for exceeding any established limit. ABPL will have no responsibility or liability for and you are solely responsible for creating back-ups of your User Submissions. ABPL reserves the right to change, suspend or discontinue part or all of any limits concerning User Submissions at any time, for any reason, without notice and without explanation.

3. ABPL has no obligation to monitor User Submissions for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written by ABPL Users, including, without limitation, any information obtained by using the Software and Related Services. ABPL does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against ABPL with respect thereto.
4. Disclaimer. ABPL has no ability to control the User Submissions that are uploaded, posted or otherwise transmitted using the Software and Related Services and does not have any obligation to monitor such User Submissions for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written by User, including without limitation any information obtained by using the website. ABPL does not endorse any User Submission or any opinion, recommendation, or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against ABPL with respect thereto. ABPL will have no responsibility or liability to you or any third party as a result of your lifecasting activities and you are solely responsible for any lifecasting you do in connection with or via the Software and Related Services.

6. Fees and Payment.

1. Fees for the Software and Related Services. The Software and Related Services may be made available in free or paid versions, different service levels and/or different service plans. Not all of the features and functionality of the Software and Related Services may be available in each version, service level or service plan. Separate or additional usage and/or overage charges may apply to different versions, service levels or service plans. ABPL reserves the right to change, suspend or discontinue part or all of any version, service level or service plan at any time, for any reason, without notice and without explanation.
2. In order to register for or use a paid version of the Software and Related Services, or a version, service level or service plan to which usage and/or overage charges may apply, you may be required to provide ABPL with billing

and account information (“**Billing Information**”) for a credit card, payment card or another payment system, such as PayPal or PayU, for which you are authorized to approve charges (each, a “**Payment Source**”) to allow ABPL to collect payment from you for your use of the Software and Related Services. You must provide ABPL with true, accurate, current and complete Billing Information and maintain and promptly update your Billing Information to keep it true, accurate, current and complete.

3. You authorize ABPL to automatically and immediately bill your Payment Source when charges for your use of the paid version of the Software and Related Services are due, without any further action on your part or other prior notice on the part of ABPL. You assume full responsibility for such charges, even if such charges are declined or not paid by your Payment Source.
4. If your Payment Source is invalid, if charges billed to your Payment Source are declined or not paid or if you fail to pay charges for a paid version of the Software and Related Services when due, your account may be downgraded, suspended or cancelled, at ABPL’s discretion. If your account is suspended, ABPL may, but is not obligated to, maintain your account and/or related content and information, in order to allow you pay the past-due charges and restore your account. If the charges are not paid, your account may be cancelled.
5. All fees are non-refundable and non-transferable except as expressly provided in these T&C. Fees and transactions you complete through the Software and Related Services may include taxes based on the bill-to address and the applicable tax rate(s) in effect at the time and location your transaction is completed. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with any fees due by you to ABPL. There is no prorated refund of any fees upon any termination or cancellation. You agree to immediately pay any amounts accrued, but remaining unpaid, as of termination (if any).

7. ABStream™ Application License.

1. License Grant. Subject to your compliance with the terms and conditions of these T&C, ABPL grants you limited, non-exclusive, non-transferable license, without the right to sublicense, to download and install a copy of the ABStream™ Application onto a single computer/mobile device that you own and control and run such copy of the ABStream™ Application solely for your internal personal use.
2. Restrictions. Except as expressly specified in these T&C, you may not (i) copy or modify the ABStream™ Application, including, but not limited to adding new features or otherwise making adaptations that alter the functioning of the ABStream™ Application; (ii) transfer, sell, rent, lease, distribute, sublicense or otherwise assign any rights to, or any portion of, the ABStream™ Application to any third party; or (iii) make the functionality of the ABStream™ Application available to multiple users through any means, including, but not limited to distribution of the ABStream™ Application or by uploading the ABStream™ Application to a network or file-sharing service or through any hosting, application services provider or any other type of service. The ABStream™ Application contains trade secrets, and in order to protect those secrets you

agree not to disassemble, decompile or reverse engineer the ABStream™ Application, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. You will comply with any technical restrictions in the ABStream™ Application that allow you to use the ABStream™ Application only in certain ways.

3. Updates and Upgrades; No Obligation. ABPL is not obligated to maintain or support the ABStream™ Application, or to provide you with updates, upgrades or services related thereto. You acknowledge that ABPL may from time to time in its sole discretion issue updates or upgrades to the ABStream™ Application, and may automatically update or upgrade the version of the ABStream™ Application that you are using on your computer/mobile device. You consent to such automatic updating or upgrading on your computer/mobile device, and agree that the terms and conditions of these T&C will apply to all such updates or upgrades.
4. Term and Termination. The license to the ABStream™ Application granted under these T&C remains in effect, unless earlier terminated by you or ABPL in accordance with this provision. You may terminate the license at any time by destroying all copies of the ABStream™ Application in your possession or control. Without limiting any other terms of these T&C, the license will automatically terminate without notice from ABPL if you breach any terms of these T&C. Upon any termination of these T&C you must cease all use of the ABStream™ Application and promptly delete and destroy all copies, full or partial, of the ABStream™ Application. Without limiting any other terms of this T&C, the license conditions can be changed by ABPL at any time, which may impose certain other terms and conditions of use of the said license.
5. Proprietary Rights. The copy of the ABStream™ Application is licensed, not sold, to you. You agree that ABPL and its licensors own all right, title and interest in and to the ABStream™ Application, including all intellectual property rights therein, and that ABPL retains ownership of all copies of the ABStream™ Application even after installation on your mobile device. The ABStream™ Application is protected by Republic of India copyright law and other relevant international treaties. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the ABStream™ Application as delivered to you.
6. Third Party Code. The ABStream™ Application is distributed with certain independent code that is licensed under open source licenses (“Open Source Code”) and such Open Source Code is licensed to you in accordance with the applicable open source licenses. To the extent that any of the terms and conditions of these T&C conflict with any such open source licenses, the conflicting terms and conditions will not apply to the corresponding Open Source Code. You can find information regarding the applicable licenses for the Open Source Code by visiting <http://www.abstream.tv/opensource>.
7. Export Control. You may not use, export, re-export, import, or transfer the ABStream™ Application. You also will not use the ABStream™ Application for any purpose prohibited by Indian and International laws, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

8. Additional Google and YouTube Terms and Conditions

Every User will need to have a valid and active Google Account as well as a YouTube Channel/account which is enabled to stream live events, as per Google's and YouTube's Terms of Service available on their websites. ABPL customers are subject to all the terms and conditions of Google as well as YouTube which are hereby made an integral part of the T&C. Your use of the YouTube Channel constitutes your binding acceptance of the T&C, including all related Terms and Conditions. If you do not agree to all of the terms and conditions of the T&C and Google and YouTube, then you may not use ABPL's Software and Related Services.

8. **Interactions between ABStream™ Users.**

1. You are solely responsible for your interactions (including any disputes) with other Users. You understand that ABPL does not in any way screen Users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Software and Related Services and disclosing personal information to other Users. You agree to take reasonable precautions in all interactions with other Users, particularly if you decide to meet a User offline, or in person. Your use of the Software and Related Services, Content and any other information or other materials made available through the Site or Services is at your sole risk and discretion and ABPL hereby disclaims any and all liability to you or any third party relating thereto. ABPL reserves the right to contact Users, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these T&C. You will cooperate fully with ABPL to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized ABPL representatives access to any password-protected portions of your ABPL account.
2. Without limiting any terms of this T&C, ABPL may in its sole discretion review and/or record broadcast chat exchanges and/or other communications engaged in via the Software and Related Services, in accordance with applicable law, in order to evaluate compliance with the rules and policies set forth in these T&C or as otherwise technically necessary.

9. **Obligations for Users.**

1. General Prohibitions. The Software and Related Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Software and Related Services. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Software and Related Services:
 1. Circumvent, disable or otherwise interfere with security related features of the Software and Related Services or features that prevent or restrict use or copying of any Content;

2. Modify, obscure or interfere with any portion or functionality of a ABStream™ Application/website, including but not limited to links back to the Software and Related Services.
3. Upload, stream, email or otherwise transmit (i) any User Submission to which you do not have the lawful right to copy, transmit and display (including any User Submission that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Submission); (ii) any User Submission for which you do not have the consent or permission of each identifiable person in the User Submission to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User Submission) and such consent or permission is necessary; or (iii) any User Submission that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
4. Use any meta tags or other hidden text or metadata utilizing a ABPL name, trademark, URL or product name;
5. Upload, stream, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes” or any other form of solicitation;
6. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Site or Services to send altered, deceptive or false source-identifying information;
7. Upload, stream, email, or otherwise transmit, via the Software and Related Services, any User Submissions that are unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libellous, vulgar or violent or constitute hate speech or are otherwise objectionable in the opinion of ABStream™;
8. Upload, stream, email, or otherwise transmit any User Submissions that contain software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the website;
9. Upload, stream, email or otherwise transmit any User Submissions that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Submissions that is unrelated to the immediate, aesthetic nature of the User Submissions;
10. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Software and Related Services, servers or networks connected to the Software and Related Services or the technical delivery systems of ABPL’s providers or disobey any

requirements, procedures, policies or regulations of networks connected to the Software and Related Services;

11. Attempt to probe, scan or test the vulnerability of any ABPL system or network or breach or impair or circumvent any security or authentication measures protecting the Software and Related Services (including any Content or User Submissions available in a ABStream™ Application);
 12. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Software and Related Services;
 13. Attempt to access, search or meta-search the Software and Related Services with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by ABPL or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, or Opera), including without limitation any software that sends queries to the Software and Related Services to determine how a website or web page ranks.
 14. Collect or store personal data about other users without their express permission;
 15. Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;
 16. Use the Software and Related Services in any manner not permitted by these T&C; or
 17. Encourage or instruct any other individual to do any of the foregoing or to violate any term of these T&C.
2. Obligations to Third Parties. If you have obligations to any third party, as a non-limiting example, you and not ABPL are responsible for your compliance with those obligations. By allowing you to use the Software and Related Services, ABPL does not suggest, warrant or guaranty that your access to any third party service in connection with your use of the Software and Related Services is permitted by that third party service, nor does ABPL suggest, warrant or guaranty that your use complies with any laws or regulations that may apply to your use of any third party service. ABPL is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your activities while you use the Software and Related Services or third party service.

10. Disclaimer of Warranties.

1. Your use of the Software and Related Services, Content and User Submissions is at your sole discretion and risk. The Software and Related Services, Content and User Submissions, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. ABPL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SOFTWARE AND RELATED SERVICES, CONTENT AND USER SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE

WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE.

ABPL disclaims any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Software and Related Services; or (ii) that the Software and Related Services, Content and User Submissions will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from ABPL, will create any warranty not expressly stated in these T&C. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

11. Limitation of Liability.

1. IN NO EVENT WILL ABPL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE AND RELATED SERVICES, CONTENT AND USER SUBMISSIONS WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ABPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL ABPL'S CUMULATIVE LIABILITY TO YOU, OR ANYONE ELSE IN THIS REGARD, EXCEED INDIAN RUPEES ONE THOUSAND ONLY.

12. Indemnification.

1. You agree to defend, indemnify, and hold ABPL, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Software and Related Services, Content and User Submissions; (ii) your violation of these T&C; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party, including without limitation claims that your User Submissions are infringing.

13. Third Party Links.

1. The Software and Related Services may provide links to third party websites or resources from the Software and Related Services. You acknowledge and agree that ABPL is not responsible or liable for the availability or accuracy of, and ABPL does not endorse, such websites or resources or the content, products, or services on or available from such websites or resources. You acknowledge sole

responsibility for and assume all risk arising from your use of any such websites or resources.

14. Feedback and Independent Development.

1. Your feedback is welcome and encouraged. You may submit feedback by emailing us at abstreamtv@aprilbroadcast.com or via other portions of our website. You agree, however, that: if you elect to provide suggestions, ideas, proposals, concepts or other feedback to us (whether written, verbal or in any other format or manner) in connection with these T&C or use of our Software and Related Services (“**Feedback**”), you acknowledge and agree that we have no obligation (whether of confidentiality, compensation or otherwise) with respect to such Feedback and we will be free to use and exploit the same in any manner without restriction of any kind. You acknowledge and agree that all Feedback will be the sole and exclusive property of ABPL. You hereby irrevocably transfer and assign to ABPL and agree to irrevocably transfer and assign to ABPL all of your right, title, and interest in and to all Feedback, including all Intellectual Property Rights therein. At ABPL’s request and expense, you will execute documents and take such further acts as ABPL may reasonably request to assist ABPL to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback. Further, you acknowledge and agree that ABPL is engaged in creating and developing its own programs, plans and projects so it is possible that we are already independently developing products services, plans and projects that are quite similar and/or competitive with your Feedback (including the concepts contemplated by or embodied therein). Nothing in these T&C will be construed as a representation or agreement that we will not develop or have developed, distribute, market or promote applications, services, products, concepts, systems or techniques that are similar to and/or compete with the applications, services, products, concepts, systems or techniques contemplated by or embodied in any Feedback or compensate you or provide you with any input or response with regard to your Feedback.

15. General.

1. No Assignment. You will not assign these T&C or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of ABPL. Any purported assignment or delegation by you without the appropriate prior written consent of ABPL will be null and void. ABPL may assign these T&C or any rights hereunder without your consent.
2. Relationship of the Parties. For purposes of these T&C, including if you become a User and create an account, you are not an employee or agent of ABPL, and you will not represent that you are any of the foregoing. Each party will be independent and act independently and not as a contractor, partner, joint venturer, agent, employee or employer of the other and will not bind or attempt to bind the other to any contract. Each party will be solely responsible for their own costs and expenses incurred in the performance of their obligations under

these T&C, including without limitation any expenses associated with the implementation of these T&C.

3. Severability and Waiver. In the event that any provision in these T&C is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of ABPL to enforce any right or provision of these T&C will not be deemed a waiver of such right or provision.
4. Force Majeure. ABPL will not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labour conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by major telecommunications providers and unrelated to ABPL infrastructure or connectivity to the Internet, or failure at ABPL co-location facility, (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, ABPL will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues.
5. Governing Law. These T&C and the relationship between you and ABPL will be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and ABPL agree to submit to the personal and exclusive jurisdiction of the courts located in Mumbai, India.
6. Entire Agreement. These T&C are the entire and exclusive agreement between ABPL and you regarding the Software and Related Services, Content, and Services and supersede and replace any prior agreements between ABPL and you regarding the Software and Related Services.
7. Notice. Any notice or other communication to be given hereunder will be in writing and given (a) by ABPL via email (in each case to the address that you provide), (b) a posting on our website or (c) by you via email to abstreamtv@aprilbroadcast.com or to such other addresses as ABPL may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.
8. Questions. If you have questions about these T&C or would like to request a copy of these T&C or any other records relating to these T&C of your use of the Software and Related Services, please contact ABPL at abstreamtv@aprilbroadcast.com or by sending a written request to April Broadcast Pvt Ltd., 236-237 Mastermind 1, Royal Palms, Aarey Colony, Goregaon East, Mumbai 400065, India.