

TERMS OF USE

QuaQua Experiences Private Limited (“**QuaQua Experiences**”) owns and operates the website/domain name ‘www.QuaQua.com’ and the platforms, over which it delivers its products and services, including mobile application based platforms (“**Platforms**”). The Platforms provide virtual tours, including but not limited to video testimonials and 360-degree tours of various buildings, rooms and facilities, and other products and services. The products and services offered by QuaQua Experiences includes the Platforms and other features, content, functionality and/or applications offered, from time to time, by QuaQua Experiences in connection with the Platforms. These Terms pertain to all websites of QuaQua Experiences, including websites owned, operated or sponsored by any of the subsidiaries or affiliates of QuaQua Experiences, if any.

These Terms of Use (the “**Terms**”) sets forth the legally binding terms which shall govern your use and access of the Platforms. By using, linking, referencing or accessing the Platforms, you agree to be governed by and thereafter will be governed by these Terms, including in relation to indemnity, limited liability, and the applicable Indian laws. Please read these terms carefully and if the same are not acceptable to you, then you must forthwith exit from the Platforms and discontinue the use of the Platforms.

These Terms includes (i) QuaQua Experiences policy for acceptable use and disclosure of content on the Platforms; (ii) your rights, obligations and restrictions regarding your use of the Platforms; and (iii) QuaQua Experiences ’s Privacy Policy. Additional terms and conditions (“[Additional Terms and Conditions](#)”) may apply to your use of or participation in certain Platforms. Such Additional Terms and Conditions may apply to specific portions or products or services or features of the Platforms, all of which Terms and Conditions are incorporated into these Terms of Use by this reference. You may receive a copy of these Terms of Use by emailing us at: info@quaqua.com, Subject: Terms of Use.

QuaQua Experiences as it deems necessary may modify/ amend these Terms, from time to time, and such modifications/ amendments shall be effective upon posting of the modified/amended Terms of Use by QuaQua Experiences on the Platforms. You agree to be governed and be, at all time, in compliance of such amended Terms.

Your use of the Platforms is subject to the following terms:

1. **Eligibility**: Use of and registration with the Platforms shall be deemed to be void/ invalid where such use/ registration is prohibited, under these Terms or applicable law. By using the Platforms, you represent and warrant that (a) you are 13 years of age or older; and (b) your use of the Platforms does not violate any applicable law or regulation.
2. **Term**: These Terms shall be effective and remain in full force, and effect, at all times, while you are using the Platforms.

3. *Non-commercial Use by Users:* The Platforms are only for the personal use of the users and may not be used in connection with any commercial endeavours except for those that are endorsed or approved by QuaQua Experiences. Illegal and/or unauthorized use of the Platform, including without limitation collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Platforms, is prohibited. QuaQua Experiences reserves the right to pursue any and all remedies available at law or in equity in response to any illegal, threatened or unauthorized use of the Platform.

4. *Proprietary Rights in Content on QuaQua Experiences:* All content, data, material, including images, sounds, videos, the identity of customers, sponsors and affiliates of QuaQua Experiences, the data/ material of QuaQua Experiences customers, sponsors and affiliates, accessible through/ on the Platform (collectively, “**QuaQua Experiences Content**”) is protected by copyright, trademark, patent, trade secret, other intellectual property rights and other laws, and QuaQua Experiences owns or has the right to use and retains all rights in the QuaQua Experiences Content.

The Platforms may display, contain content of other persons and entities including customers, sponsors, affiliates, and other QuaQua Experiences licensors. Except for content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, stored or sell any content appearing on or through the Platforms. See “[Additional Terms and Conditions Relating to Uploading of User Content to the Platforms](#)” for additional information.

By using, accessing or attempting to access the Platforms that require the use of username, passwords, login image and phrase or any other method of authentication or any combination of authentication methods ("Secure Access"), you are certifying that you are the person legally associated with the username, password, login image and phrase or additional method(s) of authentication being used. Unauthorized access or use or attempts to access the Platforms, except through Secure Access, is prohibited and may violate applicable laws. QuaQua Experiences, as may be determined at its sole discretion, may report such unauthorized access, use or attempts to access or use to law enforcement authorities.

You are responsible for maintaining the confidentiality of your username, password, login image and phrase or any other method of authentication and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify QuaQua Experiences immediately, of any unauthorized use of your account or password, or any other breach of security. You will be liable for losses incurred by QuaQua Experiences or any other user of or visitor to the Platforms due to someone else using your username, password, login image and phrase or any other method of authentication, or account as a result of your failing to keep your account information secure and confidential. QuaQua Experiences will not be responsible or liable for any loss or damage arising from your failure to comply with these Terms.

5. *Prohibited Activity:* Activities, including as provided below, as may be determined by the Company from time to time shall be considered to be illegal or prohibited in relation to use of

the Platforms (“**Prohibited Activity**”). QuaQua Experiences reserves the right to investigate and take appropriate actions, including legal actions against any person if QuaQua Experiences believes (in its sole discretion), that such a person has violated these Terms, including without limitation reporting such violation to law enforcement authorities. Prohibited Activity includes but is not limited to:

- (a) criminal or tortious activity, pornography, including child pornography, fraud, trafficking obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- (b) advertising to, or solicitation of, any user to buy or sell any products or services through the Platforms other than someone authorized by QuaQua Experiences. You may not transmit any chain letters or junk email to other users;
- (c) any automated use of the system, such as using scripts to send comments or messages; interfering with, disrupting, or obstructing the operations of the Platforms, the networks, servers or services connected to the Platforms;
- (d) using any information, including QuaQua Experiences Content, obtained from the QuaQua Experiences in order to harass, abuse, or harm another person;
- (e) upload files that contain software or other material protected by intellectual property laws or by rights of privacy of publicity unless you own or control such rights or have received all necessary consents;
- (f) uploading files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer/ or other devices;
- (g) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others or trace or seek to trace any information on any other user of or visitor to the Platforms, or any other customer, including any account not owned by you;
- (h) Send unsolicited messages or messages in a language that is prohibitive, defamatory, vulgar, or such like or objectionable, obscene or pornographic communications, which are inconsistent with the established laws of India or which cause nuisance;
- (i) Attempt to gain unauthorized access to any portion or feature of the Platforms or any other systems or networks connected to the Platforms or to any server by hacking or other means;
- (j) Pretend that you are, or that you represent, someone else, or impersonate any other individual or entity or use someone else’s credentials to access / use the Platforms;

- (k) Breach of the security or authentication measures on the Platforms or any network connected to the Platforms;
- (l) Use any device, program, algorithm or method to access, acquire, copy or monitor any portion of the Platforms to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platforms;
- (m) Use any device or software to interfere or attempt to interfere with the proper working of the Platforms or any transaction being conducted on the Platforms, or with any other person's use of the Platforms;
- (n) "Frame" or "mirror" any content or information contained on or accessible from the Platforms without the prior written approval of QuaQua Experiences, as may be appropriate; and
- (o) using the Platforms in a manner inconsistent with these Terms and any, and all, applicable laws and regulations;
- (p) Attempt any of the above acts or permit another person to do any of the above acts.

6. Trademarks and Copyright Policy:

All trademarks, services marks, trade names, logos, and icons are proprietary to QuaQua Experiences. Nothing contained on the Platforms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Platforms without the written permission of QuaQua Experiences. Your use of the trademarks displayed on the Platforms, or any other content on the Platforms, except as provided herein, is strictly prohibited.

The Platforms also contains text, trademarks, logos, sounds, artwork and computer code, software, graphics, images, and other material protected by copyrights or other proprietary rights and laws ("Proprietary Material"), owned by QuaQua Experiences or their licensors. Any use of such Proprietary Material other than as permitted herein is expressly prohibited without the prior permission of QuaQua Experiences and/or the relevant rights holder in writing. Except as expressly provided in these Terms, no part of the Platform and no Proprietary Material may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without QuaQua Experiences express prior written consent.

You shall not copy, modify, distribute, or reproduce in any way any copyrighted material, trademarks or other confidential or proprietary information belonging to others without obtaining the prior written consent of the owner of such materials or rights. It is the policy of QuaQua Experiences to terminate access of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to QuaQua Experiences by the copyright

owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Platforms in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Platforms; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. QuaQua Experiences's Copyright Agent for notice of claims of copyright infringement can be reached at info@quaqua.com. QuaQua Experiences has the right to remove from the Platforms any content that is alleged to infringe third party's intellectual property rights.

7. *Privacy Policy*: The use of the Platforms and all personal information is subject to QuaQua Experiences Privacy Policy, which is incorporated herein by this reference. All information for the accounts you have with QuaQua Experiences is used, disclosed and kept secure and confidential in the manner specified in the Privacy Policy.

QuaQua Experiences reserves the right to disclose any information that QuaQua Experiences deems necessary to comply with any applicable law, regulation, legal process or governmental request. QuaQua Experiences also may disclose your information when it determines that applicable law requires or permits such disclosure.

Subject to the provisions of applicable laws, QuaQua Experiences may disclose any information about you (including your identity) if QuaQua Experiences determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Platforms, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) QuaQua Experiences rights or property, or the rights or property of visitors to or users of the Platform, including QuaQua Experiences customers.

QuaQua Experiences may preserve any transmittal or communication by you with QuaQua Experiences through the Platform or any service offered on or through the Platform, as permitted under applicable laws

8. *Disclaimers*: QuaQua Experiences is not responsible for any incorrect or inaccurate content posted on the Platforms, including whether caused by customers or by any of the hardware, software or functionality associated with or utilized in the Platforms. The Platforms may, contain links to other websites, Blogs, Vlogs etc and other referential content links. QuaQua Experiences is not responsible for the content, accuracy or opinions expressed on such websites and reference links, such websites and reference links may be or in no way investigated, monitored or checked for accuracy or completeness by QuaQua Experiences. Inclusion of any linked website and references on the Platforms does not imply approval or endorsement of the linked website by QuaQua Experiences. When you access these third-

party sites and references you do so at your own risk. QuaQua Experiences takes no responsibility for the goods or services provided by third parties, including customers, sponsors, advertisers, strategic partners or affiliates. QuaQua Experiences is not responsible for the conduct, whether online or offline, of any user of the Platforms. QuaQua Experiences assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any information on the Platforms. QuaQua Experiences is not responsible for any problems or technical malfunction of any communications network or lines, online systems, servers or providers, hardware or software, due to technical problems or traffic congestion on the Internet or on any of the Platforms or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Platforms. Under no circumstances shall QuaQua Experiences be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform, attendance or participation in a QuaQua Experiences event or promotion, from any content posted on or through the Platforms, or from the conduct of any users of the Platforms, whether online or offline. The Platforms provide the content on "as - is" and 'as available' basis and QuaQua Experiences expressly disclaims any warranty of fitness for a purpose or non-infringement. QuaQua Experiences cannot guarantee and does not promise any specific results from use of the Platforms.

QuaQua Experiences has no obligation to monitor the chat areas, news groups, forums, and/or other message or communication facilities. However, QuaQua Experiences reserves the right at all time\ to disclose any information deemed necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

Furthermore, QuaQua Experiences reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Platforms, or any portion of the Platforms, for any reason; (2) to modify or change the Platforms, or any portion of the Platforms, and any applicable policies or terms; and (3) to interrupt the operation of the Platforms, or any portion of the Platforms, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. Limitation on Liability: In no event shall QuaQua Experiences be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits arising from your use of the Platforms, even if QuaQua Experiences has been advised of the possibility of such damages. The Platforms and its content are delivered on an "as-is" and "as-available" basis. Your sole remedy against QuaQua Experiences will be to stop using the Platforms.

You assume total responsibility for your use of the Platforms and any linked sites. Your sole remedy for dissatisfaction with your use of our Platforms is to stop using the Platforms. You agree that under no circumstances will QuaQua Experiences be liable for any damages, whether direct, indirect, incidental, consequential, special, punitive or exemplary damages, arising out of or in any way connected with your use of or inability to use the Platforms or any

linked websites, including but not limited to: loss of revenue, trading losses, anticipated profits, business, savings, goodwill or data; any failure of performance, denial of service, attack, interruption, defect, operator errors, inconvenience or delay in operation or transmission or computer virus; or failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet); severe or extraordinary weather conditions (including flood, earthquake, or other act of god); fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government; or third party theft of, destruction of, unauthorized access to, alteration or use of your information, equipment or property, even if QuaQua Experiences has been advised of the possibility of or could have foreseen the damages. Further, QuaQua Experiences will not be responsible for any failure to comply, by you or any third party, with these Terms or with applicable laws.

10. Disputes: You agree that all matters relating to your access to or use of the Platforms, including all disputes, will be governed by the laws of India.

You agree that the courts at Telangana, India shall have exclusive jurisdiction in respect of all disputes arising in relation to use of/registration with the Platforms. In case of any disputes, controversies and/or differences of opinion arising with reference to the use of the Platforms, you hereby agree that, it shall be adjudicated by referring the same to a sole arbitrator, appointed by QuaQua Experiences. The venue of Arbitration shall be at Hyderabad and the proceedings of the arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration proceedings shall be conducted in the English language.

11. Indemnity: You agree that your access to, and use of, the Platforms and the QuaQua Experiences Content thereof is at your risk. You agree that the use of the Platforms is not a secure method of transmitting information, and that the risk of any loss of information or interception of information by any third party will be borne by you and that QuaQua Experiences shall not be liable for the same. You agree to indemnify and hold QuaQua Experiences, its subsidiaries and affiliates, and their respective directors, officers, agents, sponsors, partners, shareholders and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made against QuaQua Experiences by any person due to or arising out of or in connection with your use of the Platforms.

Although QuaQua Experiences agrees to take best efforts to protect security of the data placed on the internet, QuaQua Experiences shall not be liable at all for any virus, misuse if any, of any data placed on the Internet, by third parties "hacking" or unauthorised access, transactions or use of information. You will at all times indemnify QuaQua Experiences from and against all actions, proceedings, claims and demands whatsoever for or on account of or in relation to any use of the Platforms and from and against all damages, costs, charges and expenses in respect thereof. You agree, that under no circumstances shall QuaQua Experiences be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages arising from viruses, worms, trojan horses or other code that has contaminating or destructive properties or your referencing, using, accessing, inability to use

or access or linking to or from the platforms of QuaQua Experiences or any errors or omissions in the QuaQua Experiences Content thereof.

Furthermore, QuaQua Experiences shall not be liable for any damages or injuries arising out of or in connection with the use of the Platforms or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning, or interruption of business; error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon Instructions or to provide any facility for any cause that is beyond QuaQua Experiences control.

In the event QuaQua Experiences takes any legal action against you as a result of your violation of these Terms, QuaQua Experiences will be entitled to recover from you, all costs of such action, in addition to any other relief granted to QuaQua Experiences. You agree that QuaQua Experiences will not be liable to you or to any third party for termination of your access to the Platforms as a result of any violation of these Terms.

In the event, the exclusion of certain warranties or the limitation or exclusion of liability for consequential or incidental damages is not permitted under laws, regulations or statutes. The liability of QuaQua Experiences shall be limited to the greatest extent permitted by applicable laws.

12. Other: By using the QuaQua Experiences Platforms or other interaction portal/ services you agree to have accepted these Terms of Use in relation to use of the Platforms and other interaction portal/ service. The failure of QuaQua Experiences to exercise or enforce any of these Terms shall not operate as a waiver of any of such right or provision. The section titles are for convenience only and have no legal or contractual effect. QuaQua Experiences are trademarks of QuaQua Experiences.

Please contact us at info@quaqua.com with any questions regarding these Terms.

Additional Terms and Conditions Relating to 360-Degree Content and Virtual Reality

QuaQua Experiences, at its sole discretion and from time to time, may enable to use the services/ view the content, on the Platforms, by 360-degree content viewing mechanism and/or virtual reality enabled devices (“**VR Devices**”). You agree that your use of such VR Devices, in relation to the Platforms, will be at your own risk and discretion.

Use of the VR Devices may subject you to certain terms and conditions including health and safety warnings, as described within the respective hardware, software and content. By using the VR Services, you represent and warrant that you have read and understood all applicable health and safety warnings and instructions prior to using the VR Devices in relation to use of the Platforms. The respective manufacturers and developers may update or revise these warnings and instructions and it is your responsibility to review them periodically.

You agree and acknowledge that your use of the VR Devices shall be in compliance with the directions, terms, conditions and health, and safety, guidelines of the respective manufacturer /developer.

You expressly acknowledge and agree that your access to and use of the VR Devices, in relation to the use of Platforms, is at your sole risk, liability and QuaQua Experiences will not be liable for any injury, loss etc you suffer/ incur as a direct or indirect result of accessing or using the VR Devices, in relation to the use of Platforms.

You may refer to the websites provided below, containing terms of use and health, and safety, warnings relating to hardware, software and content that including in relation to use of virtual reality enabled products/ devices.

<https://www.oculus.com/warnings/>

<http://www.samsung.com/us/support/owners/product/SM-R320NPWSXAR>

<https://vr.google.com/cardboard/product-safety/>

You agree and undertake to, at all times, be in compliance with the terms, conditions, guidelines, instructions and health, and safety, warnings relating to the use of virtual reality compatible/enabled products/hardware, virtual reality interface products/hardware and their respective software, as may be provided by their respective manufacturers/sellers.

QuaQua Experiences makes no representations or warranties relating to the sufficiency or completeness of the information, terms, guidelines, including health and safety warnings. This list of websites and its contents are subject to change and are presented solely for your convenience and easy reference.

QuaQua Experiences reserves the right, in its sole discretion and where technically feasible, to disable access to/ use of, VR Devices enabled/ compatible, services on the Platforms (“**VR Services**”) and to the extent that QuaQua Experiences believes in its sole discretion that use of the VR Services or any of them violates QuaQua Experiences community standards, agreements, laws, regulations or policies. By using the VR Services, you agree that QuaQua Experiences will incur no liability or responsibility by

removing, disabling or deleting such VR Services on this basis, or if QuaQua Experiences does not remove, disable or delete access to such VR Services.

The VR Services, to the maximum extent permitted by applicable law, are provided on an “as is” and “as available” basis and QuaQua Experiences expressly disclaims all representations, warranties and conditions (express or implied, oral or written), including any implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, QuaQua Experiences does not represent or warrant that (a) the functions contained in the VR Services will be accurate or meet your requirements; (b) the operation of the VR Services will be secure, uninterrupted, error-free or virus-free, or (c) any defects in the services and content will be corrected. No oral or written information, guidelines or advice given by QuaQua Experiences will create a warranty.

**Additional Terms and Conditions Relating to Uploading of User Content to QuaQua Experiences
Private Limited**

The Platforms and services may include interactive features and areas where you may submit, post, upload, publish, email, send or otherwise transmit content, including but not limited to text, images, photos, videos, sounds, software and other information and materials (such content, “**User Content**”). By submitting User Content, through the Platforms, you grant QuaQua Experiences a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free right and license to use, copy, display, store, adapt, perform, sublicense and distribute such User Content, including without limitation the right to post and display User Content on the Platforms, whether for commercial purposes or otherwise, without obtaining any permission or license from any third party. You irrevocably consent to any and all acts or omissions by us or persons authorized by us that may infringe any moral right (or analogous right) in your User Content. This license will exist for the period during which the User Content is posted on the Platforms or any of them and will automatically terminate upon the removal of the User Content from all of the Platforms. Subject to the terms of the foregoing license, you retain full ownership and other rights in your User Content including the intellectual property rights and other proprietary rights associated with your User Content. You agree to the following restrictions/terms with respect to the User Content that you may use/ provide, if any, in regard to your use of the Platforms:

- (1) You are solely responsible for the User Content you make available through the Platforms to QuaQua Experiences and you represent and warrant that (i) (a) you are the sole and exclusive owner of all User Content that you provide, or (b) you have all the legal rights, licenses, permissions, consents and releases in respect of the User Content; and (ii) the provision of your User Content, and our subsequent use of such User Content, will not infringe upon, misappropriate or violate any third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, defame any person, or result in the violation of any applicable laws or regulations.
- (2) QuaQua Experiences shall not be responsible or liable for correctness, accuracy, reliability or protection/infringement of intellectual property rights in any User Content made available through the Platform. QuaQua Experiences is not under any obligation to screen, edit or monitor such content. However, QuaQua Experiences has the right, and have absolute discretion, to remove, screen or edit User Content at any time and for any reason.
- (3) QuaQua Experiences makes no representation and warranty that the User Content posted on the Platforms will not be unlawfully copied or used without your consent. By posting User Content on the Platforms, you acknowledge and agree that QuaQua Experiences is not responsible for preventing such unlawful copying or use and that QuaQua Experiences shall not be liable for any losses or damages you may suffer as a direct or indirect result thereof.

Disclaimer

The information appearing on the Platforms is for general information purposes only. The information is provided by QuaQua Experiences and whilst it is our endeavour to keep the information updated and factual, the Platforms and its content is provided on an “as is” and “as-available” basis and we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Platforms or the information, products, services, or related graphics contained on the Platforms for any purpose. Any reliance that any user of the Platforms (“you”) places on such information is therefore strictly at your own risk. QuaQua Experiences does not promise that the site, applications or any content, service or feature of the Platforms will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. QuaQua Experiences disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose.

Information contained in this website is based on the law and practice currently in force in India and are subject to change therein. The information contained on the Platforms is to the best of knowledge of QuaQua Experiences in accordance with facts existing on date. The information provided on the Platforms, is for information purposes only and should not be relied upon as a basis for investment decisions. It does not consider the investment objectives, financial situation or particular needs of the recipient. For the purposes of clarity please note that the Platforms content does not reflect the opinion of any Indian governmental body or entity. In no event will QuaQua Experiences and/or its affiliates and their respective directors, employees, shareholders, be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Platforms.

Through the Platforms you may be able to link to other websites which are not under the control of QuaQua Experiences. We have no control over the nature, content and availability of those sites. Links to other websites are provided for your convenience. We are unable to provide any warranty regarding the accuracy or completeness of the content of such sites, or the reliability, quality or effectiveness of any products provided through external websites. The inclusion of any links does not imply a recommendation or endorsement of the views expressed or information or products provided or held within them.

QuaQua Experiences disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Platforms and/or any services provided through the Platforms.

Every effort is made to keep the Platforms up and running smoothly. However, QuaQua Experiences takes no responsibility for, and will not be liable for, the Platforms being temporarily unavailable due to technical issues beyond our control. QuaQua Experiences cannot ensure that any file or other data you download from the Platforms will be free of viruses or contamination or destructive features. We do not warrant that the servers that make and support the Platforms available will be error-, virus- or bug-free and you agree that it is your responsibility to make adequate provision for protection against such threats. We recommend scanning any files before downloading.

Material available on or through the Platforms, including text, videos, sounds, music and images, is protected by copyright, trademark law and other intellectual property right laws and such intellectual property rights subsist with QuaQua Experiences unless credited otherwise. Such material, including QuaQua Experiences Content, shall not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your personal and non-commercial use. Prior written consent of the copyright/ intellectual property right holder must be obtained for any other use of such material. No part of the Platforms may be distributed or copied for any commercial purpose or financial gain. All intellectual property rights in relation to the Platforms are reserved and owned by QuaQua Experiences, unless provided otherwise.

You agree and acknowledge that you are and will be responsible for your connectivity. You agree that you are responsible for the means that you use to access the Platforms and acknowledge that your hardware, software, the internet, internet provider, and other third parties involved in connecting you to our Platforms may not perform as intended or desired.

QuaQua Experiences also disclaims responsibility for damages which third parties may cause to you through the use of the Platforms, whether intentional or unintentional. For example, you understand that hackers could breach our security procedures, and that QuaQua Experiences will not be responsible for any related damages.

Reasonable precautions have been taken to ensure that the content available on the Platforms, including QuaQua Experiences Content, account information and pricing data, ("**Platform Content**") are complete and accurate. However, due to the nature of information delivery technology and the necessity of using multiple data sources, including Third Party Content, we are unable to assure the accuracy of the data you access through the Platforms. Platform Content is presented only as of the date published or indicated and may be superseded by subsequent market events or other reasons. We shall not be liable to you or any third party for any damages arising from any actions or investment decisions taken by you based on the accuracy of the data presented through the Platforms. Nothing on the Platforms should be taken to constitute professional advice or a formal recommendation and we exclude all representations and warranties relating to the content and use of the Platforms. It should be noted that the Platforms is intended to be a general guide and cannot be substituted for professional advice. QuaQua Experiences does not accept responsibility for loss occasioned to any person acting or refraining from acting as a result of material contained within the Platforms.

You undertake to comply with all applicable laws and statutory requirements and agree to be bound by and to diligently follow and ensure compliance with all applicable laws.

By using the Platforms, you agree to the Terms, exclusions, restriction and limitations stated above and accept them as reasonable. Do not use the Platforms if you do not agree that they are reasonable.