

Terms and Conditions

These Terms and Conditions ("**Terms**"), together with the Order Form, if applicable, and the Privacy Notice available at www.peervadoo.com/privacypolicy (collectively, "**Agreement**") govern your relationship with Vadoo Internet Services Private Ltd. and its parents, subsidiaries, divisions, branches, and affiliates (collectively "**Vadoo**" or "**Company**"), and set forth the terms and conditions under which Vadoo makes available the Services (as defined below), to each person or entity which is accessing or using the Services and/or its website or which is the signatory on the Order Form ("Customer"). These Terms apply to all users regardless of their location and nationality to the maximum extent permissible under applicable law. By using, purchasing, accessing, registering to the Services and/or to Vadoo's website, you agree to be bound by these Terms as may be amended from time to time. Please read these Terms carefully and visit this page regularly for updates and changes in our website: www.peervadoo.com. If you do not agree to be bound by these Terms, you should cease and discontinue any and all use of the Services immediately. As long as you do not cease using any of the Services, you will be conclusively deemed to have accepted these Terms. Please note that any use, access or purchase from any business affiliated with the Services may be subject to different and/or additional terms for such respective service or business, and you should review such terms prior to using any such service.

1. Definitions

1. "**API**": The Vadoo Application Programming Interface and its related documentation, data, code, software, widget, and other materials provided by Vadoo with the API, as updated from time to time.
2. "**Customer's System**": The software application, website or other interface owned or operated by the Customer and interacts with the API.
3. "**End-Users**": End-users of Customer's System.
4. "**Services**": Content delivery services based on the P2P network operated by Vadoo, and/or as otherwise described in the Order Form.

2. Grant of License

1. Subject to Customer's purchase of Services from Vadoo and Customer's full compliance with this Agreement, , the Company hereby grants the Customer, during the term of this Agreement only, a non-exclusive, non-assignable, non-transferable, revocable, limited license ("**License**") to use and integrate the API in the Customer's System, in accordance with the terms of this Agreement.
2. This Agreement shall govern any upgrades provided by Vadoo that replace or supplement the API, unless a separate agreement accompanies such an upgrade, in which case the terms of the latter shall govern.

3. Our Services

1. In order to subscribe to the Service, you will first need to fill the Order Form which is available at our website, at peervadoo.com, and register for the Service and create an account by choosing a username and password, and providing us with certain details, such as name, e-mail address, payment details, etc. This is information you provide us voluntarily. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another user at any time, or to disclose your password to any third party. You acknowledge and agree that you are solely responsible for any use of your account and all activities occurring in connection with the use of your account.
2. Vadoo shall invoice Customer based upon the total amount of Gigabytes/Terabytes transferred and all other services ordered multiplied by the price per Gigabyte/Terabyte or the price for the Services ordered at the pricing schedule valid at the time of billing, all as set forth in the applicable Order Form.
3. Customer's usage of the Services, including, but not limited to ingress and egress of traffic related to the Services, shall be measured by Vadoo and Customer will be billed for actual bandwidth used, or if so agreed upon in the Order Form, the Customer's minimum commitment, whichever is higher. If more than the minimum committed amount of Gigabytes or funds is transferred via Customer's System in any particular month, then Vadoo will bill Customer for the difference between the actual usage (as calculated in this paragraph) minus the minimum monthly commitment at the usage charge per Gigabyte/Terabyte as specified above.
4. If Customer fails to pay any charges under this Agreement when due, Customer's access to the API may be downgraded, suspended or cancelled, and/or the License granted to Customer under this Agreement shall expire, at Company's sole discretion. Until paid in full, all past due amounts will bear an additional charge of the lesser of 1.8% per month or the maximum amount permitted under applicable law.
5. All amounts shall be expressed and paid in US Dollars or INR and will be paid against a duly issued invoice sent by the Company. All amounts payable to the Company under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, provided, however, that the Customer shall have no liability for income assessed to the Company.
6. By registering to the Services you warrant and represent that any information provided by you at the time of registration, including any billing information, is complete, truthful and accurate, and you agree to ensure that such information is kept up to date.
7. Vadoo may terminate your account immediately and without prior notice if you do not comply with the Terms.

8. Vadoo reserves the right at any time and from time to time, without being obligated to provide prior notice, to modify, suspend, or discontinue, temporarily or permanently, the Services and/or the website and/or the API or any part thereof, or user's access thereto, subject to the provisions of this Agreement and the extent permitted by law. You will have no claim, complaint or demand against Vadoo for applying such changes or for failures incidental to such changes.
9. Please note that third party advertisements may appear on our website and/or on the Services and/or on the API from time to time. Vadoo does not endorse these advertisements, nor do such advertisements represent any recommendation provided by Vadoo.

4. Intellectual Property

1. Content and information provided on and through the Services and/or through the API, including, without limitation, Vadoo logo, trademark, graphics, design, information, text, images, data, software, code, technology, algorithm, and any updates, upgrades, enhancements, derivatives, improvements, extensions, and modifications thereto, in any copies thereof and in any and all related documentation and other material displayed, available, used or present through the Services ("**Vadoo Content**") are the copyrighted and/or trademarked work of Vadoo, and/or proprietary information and knowledge protected under trade secret, owned exclusively by Vadoo and its affiliates.
2. Vadoo retains all rights, including any intellectual property rights in the Vadoo Content. You hereby acknowledge that you have no right, title or interest in or to any Vadoo Content, and that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Vadoo Content in any manner.
3. Customer acknowledges that the Services, the API and any documentation pertaining thereto, are confidential and proprietary of Vadoo, and Customer agrees to maintain them and the information regarding the API's design and implementation as confidential information, using at a minimum the same degree of care as is used for Customer's own trade secrets and in any event not less than reasonable degree of care, and not to disclose it to any third party without the Vadoo's prior written authorization, other than as provided for herein.

5. Restricted and Prohibited Uses

1. In connection with Customer's use of any of the Services and of the API, including Vadoo's Content Delivery Network (CDN) which is a P2P network operated by Vadoo, and without limiting any of the other obligations under these Terms or applicable law, you agree not to, and not to permit others, including End-Users, to do any of the following:
 1. Use the API for any purposes other than those expressly set forth in this Terms;
 2. Use, install, access, display, or run the API or any part thereof, as part of any illegal activity, or not in compliance with applicable law in the relevant jurisdictions, and including, without limitation copyright protection rules and regulations (including, but not limited to, DMCA Rules);
 3. Use the Services and/or the API in connection with any content: (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, offensive, invasive of another's privacy, or otherwise objectionable, or (ii) that infringes any intellectual property right of any third party;
 4. Modify, decompile, reverse-engineer, disassemble, translate or otherwise attempt, directly or indirectly, to obtain or create source code or know-how in or underlying the Services and/or API or any portion thereof;
 5. Interfere with, modify, disrupt or disable features or functionality of the API;
 6. Sell, distribute, copy, duplicate, create derivative works of or otherwise reproduce all or any part of our website and/or the API and/or Services and/or any Vadoo Content;
 7. Engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Vadoo, its services or the API, and any such representation, warranty or guarantee concerning Vadoo made by Customer shall be considered a material breach of this Agreement;
 8. Make any agreements, covenants, representations, warranties or guarantees concerning Vadoo, its Services and/or the API that are inconsistent with or in addition to those contained in this Agreement;
 9. Allow any access to or use of the Service and/or API by anyone other than Customer's authorized End-Users.
 10. Use of the API to store, post, display, transmit, advertise or otherwise make available child pornography. Vadoo will, as required by law, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through the Services.

11. Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of our website, Services, API technology or any software thereto;
12. Create a database by systematically downloading and storing all or any content regarding the Services and/or the API;
13. Posting the same or similar message to one or more newsgroups through the Services and/or API (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.
14. Complaints regarding suspected illegal use system or network security issues should be sent to support@peervadoo.com

6. DMCA - Infringement Notifications under the Digital Millennium Copyright Act

1. To file a notice of infringement with Vadoo, the user must provide a written communication that contains a legal signature (we cannot process a DMCA complaint without a signature) by email (in PDF format), fax or regular mail that sets forth the items specified below.
2. To expedite our ability to process such requests, the following format should be used (including section numbers):
 1. Identify in sufficient detail the copyrighted work that User believes has been infringed upon (for example, "The copyrighted work at issue is the text that appears on http://www.legal.com/legal_page.html") or other information sufficient to specify the copyrighted work being infringed
 2. Identify the material that user claims is infringing the copyrighted work listed in item #1 above. If a user is sending a large number of URLs in one removal request, an electronic copy of the notice should also be sent to support@peervadoo.com.
 3. Provide information reasonably sufficient to permit Vadoo to contact you (email address is preferred)
 4. Provide information, if possible, sufficient to permit Vadoo to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred)
 5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
 6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
 7. Sign the paper

3. Send the written communication to the following email address:
support@peervadoo.com
4. The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When Vadoo receives a counter notification, we may reinstate the material in question. To file a counter notification with Vadoo, the user must provide a written communication that contains the user's legal signature (we cannot process a DMCA complaint without a signature) by email (in PDF format), fax or regular mail that sets for the items specified below. users may be liable for damages (including costs and attorney's fees) if User materially misrepresents that a product or activity is not infringing the copyrights of others. Accordingly, if a user is not sure whether certain material infringes the copyrights of others, we suggest that the user first contacts an attorney. A sample counter notification may be found at Lumen Database
5. For any additional questions regarding the DMCA process for Vadoo services, please contact us at support@peervadoo.com.

7. **Indemnity** Customer agrees to indemnify and hold Vadoo and its directors, officers, employees, advisors, subsidiaries, affiliates and agents, harmless from and against all losses, damages, expenses, claims, demands and liabilities incurred or suffered by Vadoo arising out of (a) any representation made by Customer to third parties, including the End-Users, creating any obligation or liability regarding Vadoo, the API and/or Services which Vadoo has not specifically assumed or approved under this Agreement, (b) Customer's breach of any term or condition of this Agreement or any documents it incorporates by reference, and/or Customer's breach of any representation made herein or incorporated herein by reference (c) End-Users' claims regarding the API's use of it resources and its implications on the End-Users, or (d) Customer's failure to comply with all applicable laws, regulations, ordinances and treaty requirements, relating, among others, to data protection, privacy rights, and copyrights.

8. **Warranty Disclaimers**

1. Customer agrees and acknowledges that: (a) the Services and the API may not work entirely or properly with all operating systems or software languages; and that (b) the performance of the Services and/or API may be affected or interfered with by numerous factors outside of Vadoo's control, such as maintenance performance, failures in internet connectivity, malfunctions in the system and/or failures in the provision of third party services.
2. Vadoo reserves the right to alter, remove, change, suspend or disable access to the API and/or discontinue the Services at any time without

notice. In no event will Vadoo be liable for the removal of or disabling of access to the Services and/or API.

3. Vadoo does not warrant that the use of the Services and/or API will be uninterrupted, error-free or completely secure. Customer acknowledges that there are certain risks inherent in using the Services and/or the API that could result, inter alia, in interruptions to the viewing process of or via Customer's System.
4. CUSTOMER AND/OR USER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND THE WEBSITE AND ANY OF THEIR CONTENT, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS", ARE USED ONLY AT CUSTOMER'S AND USER'S SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. Vadoo DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE SERVICES AND/OR THE WEBSITE (AND ALL CONTENT, INFORMATION, SOFTWARE, AND LINKS), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, OR LACK OF VIRUSES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. Limitations on Liability

1. Vadoo's ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY IN CONNECTION TO USE OF THE API AND THE SERVICES AND IMPLEMENTATION OF THE API IN CUSTOMER'S SYSTEM IS TO DISCONTINUE SUCH USE AND IMPLEMENTATION. Vadoo AND ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM USE OR INTEGRATION OF THE SERVICES AND/OR THE API OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO USE WITH Vadoo'S API AND/OR SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF Vadoo HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, Vadoo'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, Vadoo WOULD NOT BE ABLE TO OFFER THE SERVICES AND/OR THE APU NOR GRANT CUSTOMER THE LICENSE.

2. WITHOUT DEROGATING FROM THE AFORESAID, THE COMPANY SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY TO ANY LOSS, LIABILITY, DAMAGE OR EXPENSE RESULTING OR RELATING TO ANY ACTIVITY, COMMUNICATION, OR TRANSMISSION PERFORMED BY USERS VIA CUSTOMER'S SYSTEM, OR TO USERS' RELIANCE ON ANY SUCH COMMUNICATION OR ACTIVITY, AND CUSTOMER SHALL HAVE NO CLAIM, RIGHT OR DEMAND WITH RESPECT THERETO. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT WITH RESPECT TO FRAUD, MALICIOUS ACTS OR GROSS NEGLIGENCE BY THE COMPANY, THE COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT (INCLUDING ANY ORDER FORM) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT.

10. Term and Termination

1. This Agreement shall be in force as of the execution date of an Order Form by both parties, and until the End Date as specified in the applicable Order Form, unless terminated earlier in accordance with this Section.
2. The Company may terminate this Agreement, including the License granted herein, upon three (3) days written notice to the Customer, in the event the Customer is in breach of the terms of this Agreement. For the avoidance of doubt, non-payment or late payment of any fees shall be considered a material breach of this Agreement.
3. Without limiting any other remedies, Vadoo may, temporarily suspend a specific End-User's use of the API, or temporarily or indefinitely suspend a End-User's access, if such End-User has breached any applicable terms, has engaged in improper or fraudulent activity in connection with the API, or has performed any other acts that may cause legal liability or financial loss to Vadoo or any other Users.
4. Sections 1, 3, 5, 7, 8, 9 and 11 shall survive any expiration or termination of this Agreement and shall continue without limitation.

11. Privacy Policy

1. The API uses Secure Sockets Layer (SSL), the industry standard, for encrypting all information transmitted via the API.
2. Customers will comply with any and all applicable law, including with regard to privacy and data protection legislation in all relevant territories. It is agreed and acknowledged that as between the parties, in the context of European privacy regulations, Vadoo shall be considered as a "Data Processor", while the Customer shall be considered as the "Data Controller". Any processing of personal data by Vadoo shall only be made on behalf of the Customer and pursuant to the Customer's written instructions, and Vadoo shall not be expected or required to conduct independent processing or make independent decisions regarding data processing.
3. Notwithstanding anything to the contrary herein, the Customer acknowledges and approves that Vadoo's technology enable End-Users to discover the IP address of another End-User, and neither the Customer nor its customers or the End-Users, shall have any claim or demand towards Vadoo in connection with the above. The Customer undertakes that it has and/or shall obtain documented consent from its End-Users and will verify that its privacy policy reflects the above, in connection with any data processing conducted by Vadoo hereunder.
4. For clarification, Customer undertakes to fully notify the End-Users that Customer engages third parties, including Vadoo, and uses third-party cookies to collect statistics in aggregate form using analysis tools.
5. Vadoo shall be entitled to engage third party processors in connection with the provision of its Services to the Customer and the processing of personal data, and the Customer hereby expressly provides Vadoo with a general authorization to engage third party processors.
6. Vadoo shall not be obligated to perform any processing of personal data which in Vadoo's discretion, is non-compliant with data protection legislation, and shall not be liable towards Customer for such refusal.

12. Language for Customers' Terms of Use

1. In addition to ensure consent and compliance of End-Users with these terms, Customers are requested to include in the Customers' Systems terms of use or any corresponding agreement with the End-Users, a provision in connection with the operation of the API and any implications thereof. The following language is a suggestion and shall not be viewed as a legal or any other advice to the Customer, in connection with the compliance of such language with any privacy law or in any other context. The Customer is advised to consult with its own legal counsel in connection with the inclusion of such language and shall have no claim

towards Vadoo, which specifically disclaims liability, in connection therewith. "Please note that by using our services, you are also agreeing that your internet resources may potentially be used by a P2P services provider ("P2P Provider"). Please be aware that through our P2P Provider strives to limit such effect, the use by P2P Provider of your resources may put a burden on your internet connection and downloading speed, and might increase your use under a limited internet connection package. The P2P Provider uses your local resources to store content temporarily, upload content to other users, and download content from different users, while temporarily exposing other users to your IP address. Please note also that you are prohibited from using the platform in connection with content which infringes a third party's rights in any way, and that you will have no claims towards the company or the P2P Provider in connection with such infringing content, including in connection with the distribution of such content via the P2P Provider's services."

13. Miscellaneous

1. These Terms comprise the entire agreement between you and Vadoo relating to the Services. We may change the terms of these Terms at any time, so please review this page regularly.
2. Vadoo does not guarantee continuous, uninterrupted access to the Services and/or the API and/or the website, and operation of the Services and/or the API and/or the website may be interfered with by numerous factors outside Vadoo's control.
3. If any provision of these Terms is held unenforceable, then such provision will be modified to the extent possible to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.
4. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms between you and Vadoo.
5. Customers may not assign this Agreement. Vadoo may assign this Agreement at any time to the successor in interest in connection with a merger, consolidation or other corporate reorganization.
6. During the term of this Agreement, Customer approves to be a featured client on the Vadoo's customer list and grants the Vadoo the right to present itself as supplier of the Services to the Customer. Vadoo may issue press releases in connection with this Agreement, identifying the Customer as customer.
7. This Agreement shall be exclusively governed by and construed in accordance with laws of the State of Karnataka, in India, without regard to its conflict of law provisions. Customer agrees that all such disputes shall

be brought exclusively before the appropriate courts of the State of Karnataka, in India.

8. If you have any questions or comments regarding these Terms, please contact us at support@peervadoo.com.