

TERMS AND CONDITIONS FOR USING PIX CHAT

I. Your relationship with PIX

- (a) Your use of PIX chat, chat software, chat services and web site enabling the chat (referred to collectively as the “**CHAT**”) is subject to the terms of a legal agreement between you and PIX. By accepting the terms and condition as contained herein, you and PIX shall enter into a legal, binding and enforceable agreement for your use of CHAT.
- (b) “**PIX**” means Multi Screen Media Private Limited having its registered office address at Interface, Building 7, Off Malad Link Road, Malad West, Mumbai – 400 064, India.
- (c) Unless otherwise agreed in writing with PIX, your agreement with PIX will always include, at a minimum, the terms and conditions set out in this Agreement. These are referred to below as the “**Universal Terms**”.
- (d) Your agreement with PIX will also include the terms of any legal notices applicable to the CHAT, in addition to the Universal Terms. All of these are referred to below as the “**Additional Terms**”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service; and where possible Additional Terms shall be emailed to you at the email address specified by you.
- (e) The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and PIX in relation to your use of the CHAT. It is important that you take the time to read these carefully. Collectively, this legal agreement is referred to below as the “Terms”.
- (f) If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

II. Accepting the Terms

- (1) In order to use the CHAT, you must first agree to the Terms. You will not be able to use the CHAT if you do not accept the Terms. Any inadvertant failure in the system which allows you to use the CHAT without accepting the Terms shall result in blocking your CHAT account immediately when it comes to the knowledge of PIX.
- (2) You can accept the Terms by:
 - (a) clicking to accept or agree to the Terms, where this option is made available to you by PIX in the user interface; or
 - (b) by actually using the CHAT. In this case, you understand and agree that PIX will treat your use of the CHAT as acceptance of the Terms from that point onwards.

- (3) You may not use the CHAT and may not accept the Terms if (a) you are not of legal age to form a binding contract with PIX, or (b) you are a person barred from receiving the CHAT under the laws of any country.
- (4) Before you continue, you should print off or save a local copy of the Universal Terms for your records.

III. Provision of the CHAT by PIX

- (a) PIX is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the CHAT which PIX provides may change from time to time without prior notice to you.
- (b) As part of continuing innovation, you acknowledge and agree that PIX may stop (permanently or temporarily) providing the CHAT (or any features within the CHAT) to you or to users generally at PIX's sole discretion, without prior notice to you. You may stop using the CHAT at any time. You do not need to specifically inform PIX when you stop using the CHAT.
- (c) You acknowledge and agree that if PIX disables access to your account, you may be prevented from accessing the CHAT, your account details or any files or other content which is contained in your account.
- (d) You acknowledge and agree that while PIX may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the CHAT or on the amount of storage space used; such fixed upper limits may be set by PIX at any time, at PIX's discretion.

IV. Use of the CHAT by you

- (a) In order to access certain CHAT, you are required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the CHAT. You agree that any registration information you give to PIX will always be accurate, correct and up to date.
- (b) You agree to use the CHAT only for purposes that are permitted by (a) the Terms and (b) any applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the Republic of India or other relevant countries).
- (c) You agree not to access (or attempt to access) any of the CHAT by any means other than through the interface that is provided by PIX. You specifically agree not to access (or attempt to access) any of the CHAT through any automated means (including use of scripts or web crawlers).

- (d) You agree that you will not engage in any activity that interferes with or disrupts the CHAT (or the servers and networks which are connected to the CHAT).
- (e) You agree that you are solely responsible for (and that PIX has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which PIX may suffer) of any such breach.

V. Your passwords and account security

- (a) You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with your account to access the CHAT.
- (b) Accordingly, you agree that you will be solely responsible to PIX for all activities that occur under your account.
- (c) If you become aware of any unauthorized use of your password or of your account, you agree to notify PIX immediately at pixtelevision@setindia.com

VI. Privacy and your personal information

- (a) For information about PIX's data protection practices, please read PIX's privacy policy at http://www.pixtelevision.com/privacy_policy.php. This policy explains how PIX treats your personal information, and protects your privacy, when you use the CHAT.
- (b) You agree to the use of your data in accordance with PIX's privacy policies which can be read at http://www.pixtelevision.com/privacy_policy.php.

VII. Content in the CHAT

- (a) You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the CHAT are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
- (b) You should be aware that Content presented to you as part of the CHAT, including but not limited to advertisements in the CHAT and sponsored Content within the CHAT may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to PIX (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by PIX or by the owners of that Content, in a separate agreement.
- (c) PIX reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

- (d) You understand that by using the CHAT you may be exposed to Content that you may find offensive, indecent or objectionable over which PIX does not have any control and that, in this respect, you use the CHAT at your own risk.
- (e) You agree that you are solely responsible for (and that PIX has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the CHAT and for the consequences of your actions (including any loss or damage which PIX may suffer) by doing so.

VIII. Proprietary rights

- (a) You acknowledge and agree that PIX owns all legal right, title and interest in and to the CHAT, including any intellectual property rights which subsist in the CHAT. You further acknowledge that the CHAT may contain information which is designated confidential by PIX and that you shall not disclose such information without PIX's prior written consent.
- (b) Nothing in the Terms gives you a right to use any of PIX's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- (c) You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the CHAT.
- (d) You agree that in using the CHAT, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

IX. License from PIX

- (a) PIX gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by PIX as part of the CHAT as provided to you by PIX (referred to as the "**Software**" below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the CHAT as provided by PIX, in the manner permitted by the Terms.
- (b) You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof.
- (c) Unless PIX has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

X. Rights of PIX

- (a) You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the CHAT. By submitting, posting or displaying the content you give PIX a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the CHAT. This licence is for the sole purpose of enabling PIX to display, distribute and promote the CHAT.
- (b) You understand that PIX, in performing the required technical steps to provide the CHAT to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, CHAT or media. You agree that this licence shall permit PIX to take these actions.
- (c) PIX shall have the right to scrutinize the Content to comply with any laws and regulations in force. In the event PIX find any part of you content objectionable or is against the public policy or a threat to the security, PIX may divulge the information of your account to appropriate authorities at your sole risk in addition to locking/suspending/termination your account for the CHAT.

XI. Ending your relationship with PIX

- (a) The Terms will continue to apply until terminated by either you or PIX as set out below.
- (b) If you want to terminate your legal agreement with PIX, you may do so by closing your account for the CHAT to which effect PIX has made this option available to you. In the event for some unavoidable reasons, your account for the CHAT is not closed within 24 hours, please send a written notice to PIX at the address as set out at the beginning of these Terms.
- (c) PIX may at any time, terminate its legal agreement with you and block or delete a particular account if:
 - (1) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - (2) PIX finds in its sole discretion that you are spamming or otherwise making illegal use of the application; or
 - (3) PIX is required to do so by law (for example, where the provision of the CHAT to you is, or becomes, unlawful); or

- (4) the partner with whom PIX offered the CHAT to you has terminated its relationship with PIX or ceased to offer the CHAT to you; or
- (5) PIX is transitioning to no longer providing the CHAT; or
- (6) the provision of the CHAT to you by PIX is, in PIX's opinion, no longer commercially viable.

XII. EXCLUSION OF WARRANTIES

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CHAT IS AT YOUR SOLE RISK AND THAT THE CHAT ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- (b) IN PARTICULAR, PIX, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
 - (1) YOUR USE OF THE CHAT WILL MEET YOUR REQUIREMENTS;
 - (2) YOUR USE OF THE CHAT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
 - (3) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE CHAT WILL BE ACCURATE OR RELIABLE; AND
 - (4) THAT DEFECT IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE CHAT WILL BE CORRECTED.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CHAT IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- (d) PIX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

XIII. LIMITATION OF LIABILITY

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIX, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR CHAT, OR OTHER INTANGIBLE LOSS;
 - (2) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (a) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE CHAT;
 - (b) ANY CHANGES WHICH PIX MAY MAKE TO THE CHAT, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE CHAT (OR ANY FEATURES WITHIN THE CHAT);
 - (c) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE CHAT;
 - (d) YOUR FAILURE TO PROVIDE PIX WITH ACCURATE ACCOUNT INFORMATION; AND
 - (e) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

XIV. Changes to the Terms

- (a) PIX may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, PIX will make a new copy of the Universal Terms available at <http://www.pixtelevision.com/chat/tnc.pdf>.

- (b) You understand and agree that if you use the CHAT after the date on which the Universal Terms or Additional Terms have changed, PIX will treat your use as acceptance of the updated Universal Terms or Additional Terms.

XV. General legal terms

- (a) You agree that PIX may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the CHAT.
- (b) You agree that if PIX does not exercise or enforce any legal right or remedy which is contained in the Terms (or which PIX has the benefit of under any applicable law), this will not be taken to be a formal waiver of PIX's rights and that those rights or remedies will still be available to PIX.
- (c) If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- (d) You acknowledge and agree that each member of the group of companies of which PIX is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.
- (e) The Terms, and your relationship with PIX under the Terms, shall be governed by the laws of India without regard to its conflict of laws provisions. You and PIX agree to submit to the exclusive jurisdiction of the courts located within Mumbai to resolve any legal matter arising from the Terms.