

## **LOCALTALKS TERMS OF USE**

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.localtalks.in website.

The domain name www.localtalks.in (hereinafter referred to as "**Website**") is owned by M/s ENGE a partnership firm incorporated as per the Partnership Act, 1932 with its registered office at 485/d1, Srishti Tara Apartment, Flat no. 10, Model Colony, Shivaji Nagar, Pune - 16 (hereinafter referred to as "**ENGE**").

Your use of the Website and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with ENGE and these terms and conditions including the policies constitute Your binding obligations, with ENGE.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a user on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. ENGE allows the User to surf the Website without registering on the Website. The term "**We**", "**Us**", "**Our**" shall mean ENGE.

When You use any of the services provided by Us through the Website, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.** By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Privacy Policies as amended from time to time.

### **1. SERVICES BY THE WEBSITE**

This Website has been created to bring together the Members of Legislative Assembly ("**MLA**") with the citizens of their respective constituencies ("**Service**"). This Website can

be used by the citizens of a constituency to voice their concerns regarding issues including but not limited to infrastructure, safety, functioning of civic bodies, sanitation, administration etc. The MLAs can use this platform to understand the issues faced by the citizens in their respective constituencies and to take steps to provide solutions to the concerns raised by these citizens.

The citizens and the MLAs of the respective constituencies can interact with each other on the Website and avail of the Services of the Website to post content including but not limited to their issues, complaints, queries, updates, complaint resolution etc. (“**Content**”) subject to these Terms of Use and the Privacy Policy.

## **2. BASIC TERMS**

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. Most Content you submit, post, or display through the Services is public by default and will be able to be viewed by other users and through third party services and websites.

You may use the Services only if you can form a binding contract with ENGE and are not a person barred from receiving Services under the Applicable laws of India or other applicable jurisdiction. If you are accepting these Terms of Use and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules and regulations.

The Services that the Website provides are always evolving and the form and nature of the Services that the Website provides may change from time to time without prior notice to you. In addition, the Website may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

## **3. PASSWORDS**

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. The Website cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

## **4. CONTENT ON THE SERVICES**

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will We be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

## **5. USE OF THE WEBSITE**

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

- 5.1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - 5.1.1. belongs to another person and to which You does not have any right to;
  - 5.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - 5.1.3. is misleading in any way;
  - 5.1.4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - 5.1.5. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation
  - 5.1.6. harasses or advocates harassment of another person;
  - 5.1.7. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
  - 5.1.8. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - 5.1.9. infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation

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- unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- 5.1.10. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - 5.1.11. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - 5.1.12. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - 5.1.13. contains video, photographs, or images of another person (with a minor or an adult).
  - 5.1.14. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
  - 5.1.15. interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
  - 5.1.16. refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
  - 5.1.17. harm minors in any way;
  - 5.1.18. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
  - 5.1.19. violates any law for the time being in force;
  - 5.1.20. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 5.1.21. impersonate another person;
  - 5.1.22. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
  - 5.1.23. shall not be false, inaccurate or misleading;

- 5.1.24. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- 5.1.25. shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
- 5.2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
- 5.3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
- 5.4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- 5.5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms LocalTalks or ENGE or otherwise engage in any conduct or action that might tarnish the image or reputation, of LocalTalks and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or its systems or networks, or any systems or networks connected to the Website.
- 5.6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- 5.7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmitted by You to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

- 5.8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ENGE and / or others.
- 5.9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations.
- 5.10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
- 5.11. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

## **6. RIGHTS OF ENGE:**

We reserve the right, but have no obligation, to monitor the materials posted on the Website. ENGE shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect ENGE's views. In no event shall ENGE assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

## **7. DISCLAIMER OF WARRANTIES AND LIABILITY:**

- 7.1. This Website and all the services provided to you on this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied

except otherwise specified in writing. Without prejudice to the forgoing paragraph, ENGE does not warrant that:

- 7.1.1. This Website will be constantly available, or available at all; or
- 7.1.2. The information on this Website is complete, true, accurate or non-misleading.
- 7.2. ENGE will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. ENGE does not warrant that this site; information, Content, services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.
- 7.3. Nothing on Website constitutes, or is meant to constitute, advice of any kind.

## **8. LINKS TO THIRD PARTY WEBSITES:**

The Services may contain links to third-party websites or resources. You acknowledge and agree that ENGE shall not be responsible or liable for:

- 8.1. the availability or accuracy of such websites or resources; or
- 8.2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement by ENGE of such websites or resources or the content, products, or services 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.

## **9. GENERAL LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 9.1. ENGE shall in no case, be liable, if the User fails to get a satisfactory response/ solutions/ reply to their queries, issues, demands etc. from the MLA and/or if the MLA is not able to provide solutions to the issues and/ or problems faced by the User. The Website has been developed with the primary aim of providing a platform for the citizens of a constituency to interact with the MLAs of the respective constituency and neither provides any other service nor guarantees any positive and/or negative outcome from such an interaction between the citizens and the MLAs.
- 9.2. Your sole and exclusive remedy for any dispute with us is the suspension of your account on the Website. In no event shall our total cumulative liability to you for any and all claims relating to or arising out of your use of the Website, regardless of the form of action, exceed INR 1000 /- (Indian Rupees One Thousand only).
- 9.3. In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages

arising from your use of, or inability to use, the Website. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, any other commercial damages or losses, even if we knew or should have known of the possibility of such damages.

- 9.4. You agree to defend, indemnify and hold ENGE, and its Team harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fees resulting from or alleged to result from your use of this Website.
- 9.5. You hereby indemnify and hold ENGE, and its Team harmless from any loss, costs, damages, expenses, and liability caused by your use of the Website, your violation of this Agreement, or your violation of any rights of a third party through use of the Website.

## **10. UNENFORCEABLE PROVISIONS**

If any provision of these Terms of Use is, or is found to be, unenforceable under applicable laws, that will not affect the enforceability of the other provisions of these Terms of Use.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1. Except as otherwise described, all content availed by the use of this Website/interface are made available only to facilitate the Users. ENGE controls and operates the Website and Services and makes no representation that the contents and Services are appropriate or available for use in other locations. If you use the Services from a location other than the location where the Website and Services are controlled and operated, you are responsible for compliance with applicable local laws.
- 11.2. These Terms shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to these Terms shall be settled in the courts located at Pune.

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