

# Acceptable Use of Aurora X PVT Ltd. (BharatX services)

## 1. WEBSITE ACCEPTABLE USE POLICY

- a. This acceptable use policy (“Use Policy”) is a part of and incorporated within and to be read with the Terms of Use (“Terms”) and is applicable to the Users of the Platform(s). The capitalized terms used in this Use Policy, but not defined herein, shall have the meaning given to such terms in the Terms.

## 2. PROHIBITED USES

- a. The Users may use the Platform(s) only for lawful purposes. The user may not use the Platform(s):
  - i. In any way that breaches any applicable local, national or international law or regulation;
  - ii. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - iii. For the purpose of harming or attempting to harm minors in any way;
  - iv. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
  - v. Including but not limited to, knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- b. The User agrees to not:
  - i. Assign or transfer the User’s account to any third person or legal entity, except in extraordinary circumstances which are to be determined at the discretion of AuroraX;
  - ii. Use the Service(s) for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
  - iii. Use the Service(s) to cause nuisance, annoyance, or inconvenience;

- iv. Impair the proper operation of the network and/or interfere with or disrupt the integrity or performance of the Service(s);
  - v. Reverse engineer or access the Service(s) on any platform in order to design or build a competitive product or service, design or build a product using similar ideas, features, functions or grap.
- c. The User also agrees:
- i. Not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of the Terms;
  - ii. Not to access without authority, interfere with, damage or disrupt:
    - 1. any part of the Website;
    - 2. any equipment or network on which the Website is stored;
    - 3. any software used in the provision of the Website; or
    - 4. any equipment or network or software owned or used by any third party in order to facilitate you or allow you to access any part of the Website.

### 3. CONTENT STANDARDS

- a. These content standards apply to any and all material which a User and/Content provider contributes to the Website (Contributions), and to any interactive services associated with it. The User must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.
- b. The Contributions must:
  - i. Be accurate (where they state facts);
  - ii. Be genuinely held (where they state opinions);
  - iii. Comply with applicable law in India.
- c. The Contributions must not:
  - i. be misleading in any way;
  - ii. contain video, photographs, or images of another person (without voluntary permission/consent of that person);
  - iii. Contain any material which is defamatory of any person;
  - iv. Contain any material which is obscene, offensive, hateful or inflammatory;

- v. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- vi. Infringe any intellectual property right of any other person;
- vii. Be likely to deceive any person;
- viii. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- ix. Prevent investigation of any offence;
- x. Be insulting to any other nation;
- xi. Be threatening or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- xii. Be likely to harass, humiliate, upset, embarrass, alarm or annoy any other person;
- xiii. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- xiv. Give the impression that they emanate from us, if this is not the case;
- xv. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- xvi. refers to any website, app 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 this Use Policy or the Terms;
- xvii. interfere with another user's use and enjoyment of the Website or any other individual's user and enjoyment of similar services;
- xviii. solicit any activity which we, in our sole discretion, believe is or could be construed as being illegal;
- xix. involve the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- xx. 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;
- xxi. Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks;
- xxii. Try to reverse engineer any of Company's software;

- xxiii. Collect or store personally identifiable information from Company or its users without their permission;
- xxiv. Sell your username or otherwise transfer it for compensation;
- xxv. Encourage or help anyone do any of the things on this list.

## 4. SUSPENSION AND TERMINATION

- a. AuroraX withholds the discretion to determine whether there has been a breach of this Use Policy through your use of the Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- b. Failure to comply with this Use Policy constitutes a material breach of the Terms of use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:
  - i. Immediate, temporary or permanent withdrawal of your right to use the Platform;
  - ii. Issue of a warning to you;
  - iii. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - iv. Further legal action against you;
  - v. Disclosure of such information to law enforcement authorities as AuroraX reasonably feels is necessary.
- c. AuroraX excludes liability for actions taken in response to breaches of this Use Policy. The responses described in this policy are not limited, and further action may be taken if it is reasonably deemed to be appropriate by AuroraX.

## 5. Disclaimer of warranties

- a. The User expressly acknowledges and agrees that use of the Service(s) and the Platform is at your sole risk. The Services are provided on an "as is" and "as available" basis. Although we make best efforts to procure high quality Services to all users of the Service(s), to the fullest extent allowed by law, AuroraX expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability or fitness

for a particular purpose. The contents of the Service(s) or the Platform(s) may contain bugs, errors, problems or other limitations. AuroraX assumes no liability or responsibility for any errors or omissions in Content.

- b. AuroraX is not responsible for the Content uploaded by you on the Platform and is not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Website. It is solely the responsibility of the User to evaluate the accuracy, reliability, completeness and usefulness of Content available on the Platform.
- c. AuroraX makes no warranty that the Service(s) will meet your requirements or that the Service(s) or your access to the Platform(s) will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to any information that may be obtained through the Services or Website. In case there is any defect in any software being used for the provision of the Services, AuroraX does not make any warranty that defects in such software will be corrected. The User understands and agrees that any material and/or data downloaded or otherwise obtained through use of the Services or Website is done at the User's discretion and risk. Further, the User will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.
- d. AuroraX does not implicitly or explicitly support or endorse the procurement of any Service on the Platform. AuroraX shall not be responsible for the quality of Services provided through the Website.
- e. Any third party service provider may advertise goods, services or experiences on the Platform that require the service provider to have an up-to-date regulatory authorization, license, or certification. AuroraX does not verify, validate, or collect evidence of any regulatory authorization, license or certification from any service provider.
- f. No advice or information, whether oral or written, obtained by the User from the Services or] or through the Service(s) or Platform(s) shall create any warranty not expressly made herein.