

TERMS AND CONDITIONS OF USE

Welcome to our website, www.photato.in (“**Website**”). The Website may include our mobile internet site or other forms as the case maybe. You can use our services through the Website or the App (the Website and the App referred to as “**Platforms**”).

Thank you for visiting our Platforms. Photato provides a venue for the photographers to showcase their work of art (including photos, videos etc.,) and for the consumers and/or other individual / entity to hire the photographer of their choice. This is subject to the terms and conditions of Use as described hereunder, the privacy policy and the additional terms, as the case maybe. You are requested to spare the time to carefully read the following terms and conditions of Use, while we finish your personal tasks.

For the purposes of these Terms of Use, the term ‘Photato’ or ‘Us’ or ‘We’, refers to Versatiletech, its associates, affiliates, authorised agents, as the case maybe. The term ‘You’ refers to the user/subscriber (paid or unpaid) or visitor or browser of the Website and/or App. These Terms shall remain in full force and effect for so long as it is posted on any of our Platforms. If You choose to continue browsing/using the Platforms or avail our services, You unconditionally and irrevocably accept all the conditions and are bound by the terms, the policies and the additional terms as the case maybe.

1. ACCEPTANCE OF TERMS

- 1.1 When you use our services, You will be subject to the terms, guidelines and policies applicable to such service and as set forth in these Terms of Use. 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 our Platforms and services. Versatiletech owns and operates the services provided through the Website or the App.
- 1.2 These Terms and Conditions of Use sets forth the legally binding terms for Your use of our Platforms and services. By using the Platforms, You agree to be bound by these Terms and Conditions of Use, additional terms and conditions and Privacy Policy. These Terms are applicable including without limitation to You whether You are a “Visitor” (which means that you simply visit and/or browse our Platforms) or you are a “Subscriber” (which means that you have registered with Photatoas a user, whether by payment of a subscription fee or not).
- 1.3 These Terms together with the Privacy Policy, (and additional terms, as may be) and any other legal notices published by on Our Platforms, shall constitute the entire agreement between the User and Versatiletech concerning its Platforms and governs Your use of our Platforms and Service, superseding any prior agreements between You and Versatiletech with respect to our Platforms and Service.

2. APPLICABILITY

These terms and conditions, additional terms and conditions and policies (as applicable) applies to:

- a. Photographer – including an individual, institution, organisation or any other entity,
- b. Consumer including the family, friends, associates, affiliates, representatives etc., of the person, entity etc., who are looking for a professional for their photography requirements through the Website or the App.
- c. Any other entity to which the services provided may be catered This includes, persons already registered with us, intending to register with us and their representatives, affiliates, associates and people operating under them or through their reference



d. Any other user

3. REGISTRATION REQUIREMENTS

- 3.1 For the purpose of using the services provided by Us, You are required to register and create an active Photato account. Photographers are bound by additional terms (available at www.photato.in), which creates the entire Agreement with Photato.
- 3.2 In consideration of your use of our Platforms, you represent that You are of legal age to form a binding contract and are not a person barred from receiving services under any law in force in India or other applicable jurisdiction. You also agree to:
- (a) provide true, accurate, current and complete information about yourself while registering on our Platforms to avail the Services; and
 - (b) maintain and promptly update Your registration data to keep it true, accurate, current and complete.

In case, You are a minor, You cannot create an account and/or subscribe to Our services, except with the express prior written permission of a legal guardian. Your acceptance, in such cases, is Our sole discretion and is not liable for challenge.

- 3.3 If You provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your account and refuse any and all current or future use of our Platforms (or any portion thereof) at any time.
- 3.4 To avail our services, You will need to register with Us and create an account and You will be required to enter a valid e-mail Id, full name and phone number while registering on our Platforms as a subscriber. By registering Your details with us, you consent to be contacted by us via phone calls, SMS notifications or instant messages, e-mail in case of any subscription/service updates. If we do so, each communication we send You will contain instructions permitting you to "opt-out" of receiving future communications. In addition, if at any time You wish not to receive any future communications or You wish to have Your name deleted from our mailing lists, please contact us as indicated below. If You are registered with the DND National registry, You may not receive any promotional messages from Us.

4. SUBSCRIBER ACCOUNT AND SECURITY

If You register with Us, you may be required to complete a verification process as part of setting up Your account. Once setup, You are responsible for maintaining the confidentiality of Your account information, and are fully responsible for all activities that occur through Your account. Should there be instances of any unauthorized use of Your account or any other breach of security, please notify Us to stop processing requests from Your account, until further instructions.

In the case where the system is unable to establish a unique identity against a mobile number or e-mail address, as provided by You, the account shall be indefinitely suspended. We reserve the full discretion to suspend, deactivate or delete Your account in the above event and have no liability to share any account information whatsoever.



5. USER INFORMATION

- 5.1 Our Services depend on the information You provide to us and You are solely responsible for such information. You hereby agree that all information provided is true and accurate and nothing material has been concealed.
- 5.2 You agree that information about Your use of the Platforms may be communicated to us, and we may obtain information including Your location, mobile or portable device or carrier. The use of a mobile or portable device to access our Platforms, may also cause data to be displayed on and through the mobile device. By accessing our Platforms using a mobile device, You represent that to the extent You import any of Your data to Your mobile device that You have authority to share the transferred data with Your mobile carrier or other access provider.
- 5.3 In the event, of any change of the information provided to Us, You must promptly update Your account information. In case of change or deactivation of Your mobile account, You must update Your account information immediately, to ensure that Your messages are not sent to the person that acquires Your old number. Failure to do so is Your responsibility. You acknowledge that You are responsible for all charges and necessary permissions related to accessing our Platforms through Your mobile access provider.
- 5.4 We reserve the right to collect user data including name, contact information and other details to facilitate the Service/s or use of its Platform to avail Services. All information collected from You are on a bonafide basis. Misuse and misrepresentation of identity or contact details will lead to termination of services and/or access to the Platforms without the obligation of a prior notice to You.
- 5.5 We may disclose to third party/ies certain data related to You, without providing Your personal details (such as name, e-mail address, postal address, mobile number), However, these details maybe disclosed upon expressconsent from You or any other person You may specifically designate to disclose such information.
- 5.6 You acknowledge, consent and agree that We may access, preserve and disclose Your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce these Terms; (c) respond to your requests for service or complete your tasks; (d) protect the rights, property or personal safety of Photato, its subscribers and the public; or (e) pursuant to the terms of the Privacy Policy.

6. USERS OBLIGATIONSAND GENERAL TERMS AND CONDITIONS

- 6.1 Our Services depend on the information You provide to us. You are solely responsible for the Information You provide to us.
- 6.2 You hereby agree, accept and acknowledge that Your association with Us, does not grant you any rights including Intellectual Property Rights, by licence or otherwise.
- 6.3 You hereby agree, accept and acknowledge that the use of the services provided by Photato is at Your sole risk and further acknowledge that Photato disclaims all representations and warranties of any kind, whether express or implied.
- 6.4 You undertake to ensure that You will not indulge in any illegal/unethical or immoral activities while using the service asking the photographer and/or the service provider

to break any Police /statutory/ and/or government rules for any purpose. We, and the Photographer, as the case maybe has the right to refuse such a request by You.

- 6.5 In the event that You provide to Us third party personal information (including any telephone numbers, street addresses, last names or e-mail addresses of anyone other than You), You must do so for the sole purpose of fulfilling a task. You are responsible for all third party information provided to Us.
- 6.6 You hereby agree, accept and acknowledge that You will keep confidential and will not disclose in any manner, to anybody the confidential information that You may be privy to, or be exposed to during Your use of the Platform and services.

For the sake of convenience, “*Confidential Information*” shall mean and include all information, in whole or in part, that maybe disclosed by Us, our employee/s, affiliate, authorised agent or representative or a third party that is proprietary, confidential or private in nature. This information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records, any analyses, compilations, studies or other documents or otherwise derived in any manner from the Confidential Information and any information that You are obligated to keep confidential or know or have reason to know should be treated as confidential.

- 6.7 You hereby agree, accept and acknowledge not to use the Platforms inappropriately, or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials or content that: (a) is patently offensive; (b) promotes racism, discrimination, bigotry, hatred or physical harm of any kind against any group or individual; (c) harasses or advocates harassment of another person; (d) exploits people in a sexual or violent manner; (e) contains nudity, violence, pornography, sexually explicit material or offensive subject matter; (f) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; (g) violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person’s copyrighted work, providing information to circumvent the intellectual or proprietary right of another or providing pirated music or links to pirated music files; (h) involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, “spimming,” or “spamming”; (i) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); (j) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (k) solicits passwords or personal identifying information from other Subscribers; (l) involves commercial activities and/or sales without Our prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes; (m) includes a photograph of another person that you have posted without that person’s consent or otherwise constitutes an invasion of an individual’s privacy or infringement of publicity rights; (n) denigrates, ridicules, or demeans another person; (o) contains a virus or other harmful component; (p) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of Photato’s computer systems or site or Photato’s users, customer’s computer systems or site; (q) transmitting information or data on the Platforms or through the Platforms that is competitive to Us; (r) Submitting incomplete, false or inaccurate information.



("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user)

You also agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses our Platforms.

- 6.8 We may allow You to use the Platforms to exchange information and content and have discussions with other members. However, please remember that the Platforms are public forums and Content that you post on them will be accessible to and viewed by others. If You do not want them to, we recommend that You do not post personal information (e.g., first and last name, password, phone number, address, e-mail address or other personally identifiable information or contact information).
- 6.9 You hereby agree, accept and acknowledge that the use of the Platforms and services offered by Photato is at Your sole risk and that Photato disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are excluded to the fullest extent permitted by law. We will only complete Your tasks from a service provider You approve of. We do not verify the quality, genuineness, fitness of the goods or services from the third party.
- 6.10 Photato will not be liable for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 6.11 Photato shall be entitled at any time without giving any reason to terminate the request for services from You.
- 6.12 If You have any complaint in respect of the Services, please inform us within 24 hours of using the Services. Rectification of any complaints will be at the discretion of Photato.
- 6.13 Photato shall not be liable for any conduct or behaviour or actions of third party service providers. However, Photato encourages you to notify it of any complaints that you may have against the service provider that you may have hired using Photato's services.
- 6.14 If you are looking to reschedule a service already booked, it will be at the sole discretion of the service-provider and Photato. If we cannot complete the service sought, We will inform You as soon as is reasonably possible. However, You shall not hold us responsible in any manner, for cancelation or rescheduling from the service-provider.
- 6.15 Under no circumstances can We, or our service-provider run any tasks which are immoral or unlawful in nature. Photato reserves the right to refuse to perform any tasks on the grounds of such tasks being immoral.
- 6.16 Security Components - You understand that our Platforms and software embodied within the Platforms may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Photato_ and/or content providers who provide content to Photato. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded in our Platforms.
- 6.17 Your access to the Platforms and the services provided is subject to the following:
 - You must abide by all applicable laws;

- You must not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including the right of privacy) of others;
- You must not attempt to undermine the security or integrity of Our computing systems or networks or, where the Website is hosted by a third party, that third party's computing systems or networks;
- You must not use, or misuse, the Website or services in any way which may impair its functionality or impair the ability of any other user to use of the Website or services as the case maybe;
- You agree that You shall not use any Photato Platform in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material, including without limitation (i) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others, (ii) that belongs to another person and to which the user does not have any right, (iii) that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever, (iv) harm minors in any way, (v) impersonate another person or entity, (vi) deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature, (vii) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.
- You must not attempt to gain/ gain unauthorised access to any materials, other than those to which You have been given express permission to access, or to the computer system on which the Website is hosted;
- You must not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to operate the Website or other services provided online;
- You must not promote information that You know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous.

7. PROPRIETARY RIGHTS

All materials on our Platforms, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "*Material*") (except material which is specifically exempted) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Photato. You acknowledge and agree that all content on our Platforms is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platforms, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Photato prior express written permission. You may not add, delete, distort, or otherwise modify the Material.

Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize our Platforms or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

8. THIRD PARTY LINKS

Our website may contain links to or content from other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others) or You may receive



communication from third party websites. We do not control these third party sites and are not responsible for examining or evaluating the content, link or communication etc., from such third parties. We do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. We do not assume any responsibility or liability for the actions, product, and content of any such Third Party websites. You expressly acknowledge and agree that We are in no way responsible or liable for the actions, consequences, liabilities, problems and/or damages caused by such third parties.

Before You use any Third Party websites, You should review the applicable terms of use and policies for such Third Party websites. If you decide to access any such linked third party website, you do so at your own risk.

We may introduce You to independent third parties to complete Your tasks. Where we refer independent third party service providers, You shall be liable to pay the costs or services and fees as applicable to such third party service provider. Photato disclaims all responsibility and liability as regards the services, conduct or actions of such third party.

We may use third parties referred to as internal service providers (ISP) to facilitate/ outsource one or more aspects of business and/or service operations that we provide to you on the Platforms (e.g., search technology, discussion boards, bill collection, affiliate and rewards programs, co-branded credit cards). We may provide some of your personal information directly to these ISP. In some instances, the ISP may collect information directly from you (such as for Site surveys or for a co-branded credit card). In these cases, all additional information You provide to them and their additional uses will be strictly up to You. If You provide additional information to an ISP directly, then their use of your personal information is governed by their privacy policy. We are not responsible or liable for the privacy practices or content of third parties.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Photato is the sole owner of the Platforms and all software created to provide You with the Services and any associated documentation and text. Photato provides You with a single limited license to download, use and access the App/Website on Your mobile telephone or portable devices for the limited purpose of using the Services. Such permission is specifically personal, non-transferable, and non-exclusive. You may not, unless permitted by these Terms and Conditions, use the Platforms, or the material contained on it or linked to it for any purpose.

9.2 The contents of the Platforms and of all other Platforms under Our control, whether partial or otherwise such as text, graphics, images, video information, audio files, logos, button icons, software and other contents as well as compilation of contents (meaning the collection, arrangement and assembly), are Our property and are protected under law. Unauthorized use of such content will be violation of copyright, trademark and other intellectual property rights of Photato. You cannot sell or modify the said content or reproduce, display, publicly perform, distribute, or otherwise use such Content in any way for any public or commercial purpose. The use of our content on any other web-site or in a networked computer environment for any purpose is prohibited. You shall not copy, adapt, reproduce or use Our code that is created to generate any content or the pages making up any of its website which is also protected by our Intellectual property.

9.3 All Content is the exclusive copyright of Photato or its licensors, except the Third Party Content and link to third party website. Systematic retrieval of Photato Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes)



without written permission from Photato is prohibited. Compilation of user accounts and user accounts bearing contact number and e-mail addresses are owned by Photato_. In addition, use of the Content for any purpose not expressly permitted by Photato in these Terms is prohibited and may invite legal action.

- 9.4 All icons and logos that are the work/creation/conceptualisation of Photato, its affiliate/s or employee/s are the intellectual property of and proprietary to Photato. The unauthorized copying, modification, use or publication of these marks is strictly prohibited. Systematic retrieval of Our content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission is prohibited. In addition, use of the Content for any purpose not expressly permitted by Photato in these Terms is prohibited and may invite legal action.

10. TERMINATION

10.1 You may terminate Your use of the services at any time. At the time of termination, please let us know if You need to complete any active tasks.

10.2 If any amounts are due from You to Us, You will need to ensure that such amounts are duly paid.

10.3 Photato reserves the right to terminate Your account or Your access to the Platforms immediately, with or without notice to You, and without liability to You, if Photato believes that You have breached any of these Terms, furnished Photato with false or misleading information, We are unable to verify or authenticate the information provided to Us, We believe that Your actions may cause legal or financial liability to You, our Users or to Us, or You have interfered with use of the Platform by others.

10.4 Photato may terminate, restrict or suspend Your access to all or any part of the Platform at any time and for any reason, for any or no reason, with or without prior notice, and without liability. Photato__ may also terminate the rendering of any service without prior notice or liability.

Immediately upon such termination or on demand from Us, all rights granted to You will cease to exist and You will immediately discontinue the use of the Platforms (including but limited to links to the sites), destroy all or any material obtained from the Platforms and all related documentation. We reserve the right to investigate suspected violations or refer the same to law enforcement authorities at your costs and consequences thereto.

11. DISCLAIMER OF WARRANTIES AND LIABILITY

11.1 Photato acts as a venue/ one-stop-shop for your needs to hire photographers for your requirements. We do not provide any photography services. Photato is not involved directly in the transactions between the customer and the photographer and hence We cannot guarantee the quality, truth, accuracy of the listings, or the ability of the customers or the photographers. You are required to conduct a complete independent verification before proceeding.

11.2 Without prejudice to the above, Photato makes no representation or warranty that the Services will meet Your requirements. Any booking made is at Your own risk.

11.3 There is limited content available on our Platforms. All the content, materials and information, provided for Your information and Services on our Platforms, included on or otherwise made available to you through our Platforms are provided on "AS IS"



and "AS AVAILABLE" basis, without any representation, endorsements or warranties, express or implied, as to the Platforms, the content, materials and information. Such content, material and information may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Photato. Photato reserves all rights not expressly granted in and to the Website/App and the Content.

11.4 Without prejudice to the foregoing paragraph, Photato does not warrant that the Website or App and services provided pursuant thereto will be constantly available, or available at all.

11.5 Photato will not be liable to you in any way or in relation to the Contents of, or use of, or otherwise in connection with its Platforms. Photato does not warrant that the Website; information, Content, materials, product (including software) or services included on or otherwise made available to you through its Platforms; their servers; or electronic communication sent from us are free of viruses or other harmful components.

11.6 To the maximum extent permitted by law, Photato excludes all liability and responsibility to You (or any other person claiming through or under You) and disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in contract, tort (including negligence), or otherwise, for any loss, including consequential loss, or damage resulting, directly or indirectly, from any use of, or reliance on, the Platforms and Your association with Us otherwise.

11.7 Photato, its affiliates, subsidiaries, joint ventures, or any combination of such, will share some or all of Your personal information with another business entity should we plan to, merge with, or be acquired by that business entity.

11.8 While We take all reasonable care and caution to ensure that services are of the quality mandated, we neither warranty that it will meet Your requirements nor accept responsibility for the failure of the same.

12. INDEMNITY

The works of art that are displayed are merely informational and does not in any way guarantee or warrantee or endorse the Photographer or his work.

You agree to defend, indemnify and hold harmless Photato, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, investigations, judgments, settlements, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) that arise directly or indirectly from (a) User content; (b) Your use of and access of the Platforms or activities in connection therewith and/or the use of the Platforms by any other person using Your account/s; (c) Your breach and/or violation or anticipatory breach and/or violation of any of these Terms or any applicable laws, rules, regulations, codes, statues, ordinances, government or quasi-governmental orders; (d) Your violation of any third party right, including without limitation any copyright, property, or privacy right; (e) Information or material transmitted through your computer, mobile or portable device used to access the Platforms, even if not submitted by You; (f) misrepresentation or wrong information provided by You.



This indemnification obligation will survive the termination of Your account or use of services and the App.

13. ADDITIONAL TERMS

We may also require You to follow additional rules, guidelines or other conditions. These additional terms are part of these Terms, and You agree to comply with them when You engage in activities governed by such additional terms.

13.1 Consumer Terms

a. If You want to keep Your event a ‘big secret’, We will be more than happy to abide by it. However, We are not responsible for the actions of the Photographer and/or people that come through or under such Photographer and we recommend that You have agreements (such as a non-disclosure agreement) with the Photographer. We request You to intimate the same to Us, to ensure protection.

b. Contact the Photographer directly in case You require a customised package and for the price negotiations.

c. You are responsible for ensuring the safety of the confidentiality of the information, photographs, videos, etc. In case, You want to ensure that the work of the photographer at Your special occasion, is not shared, highlighted or uploaded, please contact the Photographer directly.

e. Cancellation Policy - Cancellations to be provided in writing. However, You will be ineligible to request a cancelation or change in your assigned photographer if your Photographer is booked less than Photato from the Event/s day.

f. Rescheduling – You may make a request for rescheduling a Photographer, but it is subject to their availability.

g. Refund, is subject to a cancelation fee at the discretion of the Photographer. However, We may require You to pay a fine to Us and/or compensate the Photographer, if the Photographer has suffered a loss due to their engagement with You.

h. The Photographer or Photato, as the case maybe, reserves their right to terminate the Agreement with You, if You do not fulfil the pre-requisites and complete the requests by Photato and/or the Photographer.

i. We are not responsible if the Photographer terminates the Agreement, or fails to come and provide services, or provides quality services and if is Your responsibility to ensure the same. You hereby agree to indemnify Us against all claims that You have against the Photographer.

j. Photato shall not be liable for any indirect, incidental, special or consequential damages of any kind. You agree to release and hold harmless Photato and any of its third party service providers from any and all other claims arising out of the use of its platforms and /or Your engagement by the Photographer.

k. The Photographer, Photato and any of its third party service providers will not be liable or otherwise responsible for any failure or delay in providing its services under this agreement due to any events beyond the reasonable control of Photato including, but not limited to, acts of God or elements of nature (including fire, flood, earthquake, storm, hurricane, or other casualty), war, civil commotion, labor disputes, strikes governmental regulation or restriction and weather conditions.

j. Photato and/ or the assigned Photographer own the images produced in conjunction with this contract, including all copyrights in such images.



k. You hereby grant Us permission to use copies of the photographs and video(s) produced for you under this service agreement, including your image, likeness and voice contained therein, for limited marketing purposes in perpetuity.

l. Photato, and/or the Photographer and their team are not responsible for lighting restrictions imposed at any of the venues chosen for your event, whether known or unknown by you prior to your Event/s day. They will make every professional effort to maximize the quality of image given the environment in any location that you have chosen, but are not liable for circumstances outside of Our/ their control.

m. We do not hire or employ the Photographers listed on our Platforms.

n. Except as set forth in the foregoing sentence, and to the maximum extent permitted by law, the services and goods, including photographs and video, provided hereunder are provided "AS IS," without any warranty of any kind and Photato hereby disclaims all other warranties, whether express, implied or statutory, including without limitation any warranties of merchantability and fitness for a particular purposes. In no event shall Photato nor any of its third party service providers be liable to You for any indirect, incidental, special or consequential damages of any kind, even if Photato has been advised of the possibility thereof. In the event that any liability is imposed on Photato for any reason whatsoever hereunder, the aggregate amounts payable by Photato to you by reason thereof shall not exceed Rs. 5,000/- or the fees paid by you for the services, whichever is lesser.

n. By accessing and using our Platforms, You hereby understand and acknowledge that You will not use the Platforms to find or connect with a Photographer independent of the Platforms nor encourage or allow the Photographer to do the same, at Our cost, expense and loss. You hereby undertake to inform us immediately upon being approached by any Photographer from our Platforms in such manner, in order to circumvent any obligation of payment of fees related our provision of the services on the Platforms or for any other reasons. Non-compliance or neglect of this term may lead to legal proceedings, against You.

14. MODIFICATION AND DISCONTINUATION

We may modify these Terms of Use from time to time, without prior intimation to You and such modification shall be effective upon its posting on our Platforms. You agree to be bound by any modification to these Terms when You use the Platforms and after any such modification is posted; it is therefore important that You review these Terms regularly.

We reserve the right to modify, edit, delete, suspend or discontinue(temporarily or permanently), at any time, the Service/sand/or any of our Platforms (or any portion thereof) with or without notice without liability to You or to any third Party for any such modification, editing, deletion, suspension or discontinuance of our Service/s and/or Platforms and You agree to the same.

15. ASSIGNMENT

Photato may assign its rights and duties under these terms to any party at any time without prior notice to You without restriction. These terms and any rights granted hereunder, may not be transferred or assigned by You, except with the prior written approval of Photato_.

16. SEVERABILITY OF TERMS

If any of the provisions or a part thereof, is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, the parties nevertheless agree that the



court should endeavour to give effect to the parties' intentions as reflected in the provision. The provision of part thereof will be deemed severable and will not affect the validity and enforceability of any of the remaining provisions of these Terms, which shall remain in full force and effect.

17. **WAIVER**

The failure of Photato to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

18. **EXCLUSIONS AND LIMITATIONS**

The information provided on the Platforms is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Photato to any registration requirement within such jurisdiction or country.

Those who access or use our Platforms from other jurisdictions do so at their own volition and are responsible for compliance with the local law. By accessing or using our Platforms, You represent and warrant that Your activities are lawful in every jurisdiction where you access and use the Platforms.

19. **GOVERNING LAW AND VENUE**

These Terms are governed by the laws of India. Any matters arising under these terms shall be subject to the exclusive jurisdiction of courts located in Bangalore and shall be governed by the Arbitration and Conciliation Act, 1996 (as amended).

20. **CONTACT US:**

In case of any grievance / enquiry arising from the use of the Photato Platforms, please contact us at www.photato.in.