

TERMS OF USE

General

In terms of the Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system it 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 Tubelight.

This Website by the URL www.tubelightcommunications.com or www.hellotubelight.com is owned and operated by Tubelight Communications Limited (hereafter referred to as, “**Company**”), a company incorporated under The Companies Act, 1956 with its registered office at 504, Advent Atria Tower, Opp. Kingston Height, Chincholi Bunder Road, Malad (west), Mumbai-400064, and corporate office at Assotech Business Cresterra, 4th Floor, Office No 406, Tower 1, Sector 135, Noida, UP- 201304

The expressions “**You**” or “**User**”, whenever the context so requires, for the purposes of these Terms of Use, shall mean any natural or legal person who may create by registration, membership account on this Website or agree to avail Our Services through this Website, or otherwise access our Website.

The expressions “**We**”, “**Us**”, “**Our**”, “**Website**” shall mean Tubelight Communications Limited or its affiliates or agents.

The Company is engaged in the business of information and technology services and is the owner of indigenously developed software and original business methods related to virtual and/or cloud communication services. The Company uses original software and business methods to provide IT solutions related to cloud communication products including but not limited to “WEBPOST”, “VERIFICATION”, “TEXTEDU”, “Click To Call”, “Contact Center” and “AdvanceIVR”, “Automated Voice Technology” and Inbound/ Outbound call solutions and SMS through TCX platform . The Company operates

various websites and other services including but not limited to delivery of information and content via any mobile or internet connected device or otherwise (collectively the “**Services**”).

These terms and conditions (“**Terms of Use**”) apply to your use of this Website. By accessing or otherwise using the site You agree to be bound by these Terms of Use. Any membership accounts You may create by registration on this Website and/or purchase or avail any product or service available through this Website are governed by these Terms of Use.

We reserve the sole discretion of updating these Terms of Use from time to time without prior notice. Your continued use of the Website post any update to these Terms of Use would mean acceptance on your part to the amendments made herein.

User Registration

Users who are competent to contract under the Indian Contract Act, 1872, are eligible to register themselves as members on this Website and can avail our Services. Persons who are competent to contract would mean and include every person who, (i) has completed 18 years of age (as per The Indian Majority Act, 1875); (ii) is of sound mind; and (iii) not disqualified from contracting by any law for the time being in force in India.

You would be required to sign up on the Website by providing certain personal details such as name, e-mail address, telephone number, relationship status and mailing address. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration form. If you provide information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that you have provided such information, then the Website may (in addition to any other rights or remedies available to us) refuse registration, suspend access to all current or future use of the Website and the services (or any portion thereof) permanently.

When you sign up on this Website, your personal information will be registered automatically in our database which will be maintained and used by the Website in accordance with the Privacy Policy.

For registration purposes, the User shall submit identification documents as proof of their personal as well as business identity, as regulated by the Department of Telecommunications, Govt. of India. The documents **MUST** be submitted for approval within 7 days of activation of services. Failure to provide these documents within the

stipulated timeline will lead to suspension of services to the account. In case the documents are still not submitted within 30 days from the date of suspension, the account will be terminated and the display number will be released back to Our telecom partner. In such an event, We will not be liable to offer any refund, either in full or in part, to the User.

Substantial Delay in Activation of Services :

We endeavor to activate a user-account in no later than 7 working days of receiving the payment.

The following set of limitations is applicable in achieving these timelines: The timeline can get delayed based on the delay from the User's end in providing the requisite documents mandatory for the activation of services. These may include, but are not limited to User agreements, ECS agreement form etc.

The timeline can also get delayed based on the changes made by the customer after the initial script and other setting requirements have changed. For script recording in regional or international languages/accents, the timelines can get delayed by 7-10 working days.

National holidays and non-working days are not considered in the timeline to activate services.

Termination

You may deactivate your membership account at any time and We reserve all rights to deny access, and to suspend or terminate your access to the Website without providing prior notice, for any reason, including violation of any of these Terms of Use by You. In case of termination/ abeyance /suspension of the User's account/ services due to non-payment or non-renewal of services, or depletion of coins from the User's accounts, then We will not be held liable for the same and Our obligations will not extend to those instances.

Plans

Pre-Paid Plans: The User has the option to renew Services at any period after the expiry of the initial term period, but not exceeding a period after two-months as follows:

During the period after expiry of the term for one month the User shall have the option to renew the complete Services with the previous number and the service plan, provided the display number is still available with Us

During the period after expiry of the term and beyond the one month mark before the expiry of two-months the User shall have the option to renew services to the prior number – without a guarantee of the previous service plan. The previous service plan will be re-instated if available – but We do not guarantee the availability of the same number or plan.

Post Paid Plan: This plan shall commence and remain in force from till either the User or We terminate this plan for any reason; or, for no reason by giving 30 days prior written notice to the other party.

The termination of this plan shall be without prejudice to any action or remedy of the User or Us arising prior to the date of termination.

Privacy Guidelines

For the purposes of User registration, You will be required to choose a password and You shall provide accurate information while creating your account on Our Website. You are responsible for maintaining the confidentiality of your password. We reserve all rights to access, share, communicate, convey, and disseminate some or all of the customer specific information to the extent it is permissible under the applicable laws in India, in order to provide better Services to the Users. We store and protect your personal information including sensitive financial information, if collected, by employing adequate and reasonable security measures in accordance with Information Technology Act, 2000 and the Rules thereunder.

Use of Content

A variety of information, text, graphics, data and other materials (“ **Content** ”) is available on the Website. The Content available on the Website shall be used solely for

your non-commercial use and/or to benefit from the products, services intimated on the Website. No right, title or interest in any Content is transferred to you, whether as a result of downloading or reproducing such Content or otherwise. The Website reserves complete ownership, title and full intellectual property rights in all Content uploaded by Us. Except as expressly authorized by this Terms of Use, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Website or the service. Complete ownership, title and full intellectual property rights in all works/content uploaded by any user on the website belongs to such User.

The Website grants you a nonexclusive, nontransferable, revocable, limited license to view the Content retrieved from the Website only for your personal, noncommercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Content. You

may not use any Content available via the Website in any other manner or for any purpose without the prior written permission of the Website. All rights not expressly granted in this Terms of Service are expressly reserved to Us.

The Website may at any time modify, discontinue, or suspend its operation of this Website, or any part thereof, temporarily or permanently, without notice to you.

Scope of Work

The scope of work includes providing cloud communication services for the User's business requirements including Inbound & Outbound call solution system for providing support services and IT solutions related to cloud communication products including but not limited to limited to "WEBPOST", "VERIFICATION", "TEXTEDU", "Click To Call", "Contact Center" and "AdvancelVR", "Automated Voice Technology" and Inbound/ Outbound call solutions and SMS through Tubelight platform.

Payment for Services

You agree to employ any of the electronic or other modes of payment available against the fee you make to our Website (i.e., net banking, debit cards, credit cards, prepaid wallet, other electronic means). You understand and acknowledge that We are expressly authorized to collect, process, facilitate and remit this fee made electronically by You.

For Post-Paid plans, usage charges will be billed on the basis of the actual usage at the end of every month, which should be clear within 15 days from the date of receipt of Invoice.

For Pre-Paid plans, usage charges will be ongoing and deducted from the COINS purchased at the commencement of the plan.

The invoice(s) submitted by Us shall be subject to inspection and verification by the User and any discrepancies therein shall be brought to Our notice within 7 days of receipt of the invoice(s). If necessary, We shall modify and provide an amended invoice(s) and User will make the payments as per the modified invoice(s).

Service Tax will be additional as applicable.

Committed Service Level

We guarantee 99% uptime for Our services. We measure uptime by the following mechanism:

We guarantee less than 20 failures in a month for 99% uptime. This will exclude scheduled downtime for maintenance and upgrades. The scheduled downtime will be not be more than 2 times in 2 weeks with a maximum duration of 2 hours per downtime. Scheduled downtime will be planned during the non-working hours. The User will be informed of the downtime in advance.

In case of breach of the guaranteed uptime, the penalties and its associated refund amount shall be governed by the following conditions:

- i. For 0-20 incidents/ month – Zero Penalty
- ii. 21-40 incidents / month – 5% of the monthly rental will be refunded;
- iii. 41-100 incidents / month – 10% of the monthly rental will be refunded; iv. 100 incidents / month – 25% of the monthly rental will be refunded.

We may see downtime in cases of force majeure or outages where We do not have a control over the resolution time, for eg. Outages at the end of our Telecom Partners, Cloud Partners, Internet Services Providers or Internet Hackers. Also, in the event where User has failed to recharge their account or on non- payment, We shall be entitled to discontinue the services and will not be held liable for any losses suffered by the User during this period due to suspension/discontinuation of services.

We will however, upon request, endeavor to provide a workaround for users such that the impact can be minimized. We further endeavor to reduce such downtimes by continuous up gradation of technology and automation of processes and continuous evaluation with its partners.

Resolution and Escalation Matrix

We will strive to resolve any delay in Services delivery, however if the same is not resolved within 30 days from the date of payment, User is entitled to a 100% refund upon request. User can write to Us at helpdesk@tubelightcommunications.com for any query or concern. We will address this within four hours and will try its best to provide a resolution in 48 hours. In case We are unable to resolve the issue within the stated timeline, or if the User is not satisfied with the resolution provided, User can escalate its concern to Our management at helpdesk@tubelightcommunications.com. We will respond to the User within two working hours and User's concern will be addressed in 24 working hours.

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If User is still not satisfied with the resolution provided by Our management, User can write directly to Our leadership team at ceo@tubelightcommunications.com. Any concerns raised here will be addressed in two working hours and will require further 48 working hours for resolution.

To ensure timely resolution when User escalates its concern, User must mention the ticket number received from helpdesk@tubelightcommunications.com; and, a brief summary on why the resolution provided so far has not been satisfactory. Certain issues, depending on their nature, would require testing and observation over multiple days. This can increase the resolution time for the User. However, We assure that Our

team will be working on these issues diligently throughout and will keep the User updated on the progress.

Exit Policy and Transfer of Ownership of the Display Number

In case the contract between Us and the User has expired and the User decides not to renew the contract or extend services, We can, upon request, transfer the ownership of the display number to the User. The following conditions will dictate this policy:

- i. Only virtual mobile numbers shall be transferrable.
- ii. The ownership of Landline/PSTN/Toll-Free numbers is not transferrable.
- iii. We will charge a nominal fee of INR 1000 to assist with the transfer of ownership.
- iv. In case the User decides to initiate the process on his/her own, We will terminate & release the number from Our end and the User will have to contact the telecom operator directly to obtain the ownership of the number. In this case, the User does not have to pay any fees to Us for transfer of ownership.
- v. The User can choose to keep the services activated until the number porting process is complete. In this case, User will be charged the rental and usage charges on pro-rata basis.
- vi. We reserve the right to charge the User up to INR 5000 as a security deposit against the aforementioned charges. Any part of unused amount will be refunded back to the User after the transfer of ownership is complete.

Unavailability of Desired or Committed Display Number : We will try to amicably resolve such issue by proposing best alternatives as a replacement to the desired number. No refund will be entertained if We do not find genuine interest on part of the User to resolve the issue, however if the issue is not resolved within 30 days from the date of payment, the User is entitled to 75% of amount paid, in addition to any charges paid towards obtaining a vanity display number

Refund Policy

In case, the User decides to discontinue the usage of services from Us, the following conditions will apply:

1. In cases, where We have failed to provide the services as promised, the user can claim 100% refund, provided the services have not been used.
2. In cases, where We have failed to provide the services as promised, however, the user has availed the services provided in part or in full, We will only be liable to refund the part of services unused by the client.
3. In cases wherein the user is dissatisfied with the services provided, he/she may claim 50% of the unused part of services by showing justifiable reasons for the said dissatisfaction.
4. The User can claim a 100% refund within 15 days of placing the order without showing any cause, provided the services have not been used.
5. In the absence of plausible cause, no refund claims will be entertained once service acceptance is received from the user. Also, We will not be liable to refund the User in cases of force majeure or outages where We do not have a control over the resolution time, for eg. Outages at the end of our Telecom Partners, Cloud Partners, Internet Services Providers or Internet Hackers.

Intellectual Property Rights

This Website is owned by Tubelight Communications Limited. All rights to, title and interest in the Content available on/ via the Website, the Website's look and feel, the designs, trademarks, service marks, and trade names displayed on the Website, and the Website URLs, are the property of Tubelight Communications Limited or its licensors, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

The Website and the Content are protected by copyright laws, and belong to Us or its partners, affiliates or contributors. The copyrights in the Content are owned by Us or other copyright owners who have authorized their use on the Website. You may not manipulate or alter the images or other Content on the Website in any way.

Prohibited Use of the Website

In accessing any part of our Website, you agree:

not to use our Website in such a way that disrupts, interferes with or restricts the use of our site by other Users;

not to reverse engineer, de-compile, copy or adapt any software or other code or scripts forming part of our Website; and

not to change, modify, delete, interfere with or misuse data contained on our site and entered by or relating to any third party user of our Website.

material contained in our site must not be reproduced or exploited for commercial gain. All other rights are reserved and users must seek our permission before making any other use of material contained in our Website.

not to use the Website and its solutions for purposes that are unlawful or prohibited under law. The User acknowledges that the IT Solutions include the use of telephonic resources and thereby are required to use them in compliance with applicable laws and regulations of the Telecom Regulatory Authority of India and the Department of Telecommunication.

not to use the Website in any manner that may damage, disable, overburden, or impair the services of Tubelight, telephonic numbers and servers, or the network(s) connected to any User server

Communication

You consent to receive communications from us by way of e-mails, phone calls and SMS's with respect to your transactions on our Website. Users will be required to register their valid phone numbers and e-mail addresses to facilitate such communication. We may also use your e-mail address to send You updates, newsletters, changes to features of the Service, and the like to provide You better Services.

Disclaimer of Warranties and Liability

You understand and acknowledge that You are availing our Services and transacting on our Website at your own risk. We shall neither be liable nor responsible for any actions

or inactions of the User. We further expressly disclaim any warranties, conditions, representation and stipulations (express or implied) in respect of quality, reliability, accuracy, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products displayed or transacted on our Website.

Indemnity

You agree to indemnify, defend and hold harmless Tubelight Communications Limited and its affiliates, agents, employees, directors, officers, agents, vendors and suppliers from and against any liability, losses, claims, damages, demands, investigations, inquiries, suits, costs and expenses (including legal fee and costs incidental thereto) asserted against or incurred by Tubelight Communications Limited that arise out of or otherwise relating to your use of the Website, including without limitation any obligation to be performed by You pursuant to these Terms of Use. Further, you agree to hold Tubelight Communications Limited harmless against any claims made by any third party due to, or arising out of or otherwise relating to your use of the Website, any claim arising out of damage caused to third party by You, breach of these Terms of Use by You, or your violation of any rights of another, including any intellectual property rights.

Notwithstanding anything to the contrary, Our entire liability towards You under these Terms of Use or otherwise shall only be in connection with refund of the money charged from You for any particular product or service, under which the unlikely liability arises.

Limitation of Liability

The Website and its affiliates assume no responsibility for any consequence relating directly or indirectly to any action or inaction taken based on the Content available on the Website. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You specifically acknowledge that the Website and its affiliates are not liable for any defamatory, offensive or illegal conduct by the User or any third party. Additionally, in no event the Website will or its affiliates be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other

such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from the

use of, or the inability to use the Website or its Content; the cost of procurement of substitute services, provided by the Website; unauthorized access to or alteration of your transmissions or data; the statement or conduct of any third party on the Website; or any other matter relating to the Website. These limitations will apply whether or not the Website has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

Disclaimer

The Website expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties in relation to materials posted on the Website and are not intended to amount to advice on which reliance should be placed without verification by the user. The Website disclaims all liability and responsibility arising from any reliance placed on such materials on the Website, or by anyone who may be informed of any of its contents.

No warranties are made that the Website will meet your requirements, or that access to the Website will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. The Website makes no warranties as to the accuracy, or reliability of any information provided through the Website.

Waiver

Any failure on our part to exercise any provision or right under these Terms of Use, shall not constitute a waiver by Us of that provision or right

Governing Law and Dispute Resolution

The present Terms of Use shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions. All disputes shall be decided by single arbitrator mutually appointed by both parties. In case the parties cannot mutually nominate an arbitrator, the arbitrator's appointment shall be governed in accordance with the Arbitration and Conciliation Act 1996 or any statutory enactment thereof. Any arbitration shall be confidential, and neither You nor We may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award; the award of which is binding on both parties. All administrative fees and expenses of arbitration will be divided equally between You and Us. In all

arbitrations, each party will bear the expense of its own lawyers and preparation. The seat of arbitration shall be New Delhi and all proceedings shall be conducted in English.

23. Contact Information

If you have any questions or concerns with respect to this Terms of Use or the Website or any information contained on thereon, you may contact us by writing to us at helpdesk@tubelightcommunications.com.