

## Terms and Conditions

### Welcome to MemexD!

These terms and conditions outline the rules and regulations for the use of MemexD's mobile application.

By accessing this mobile application we assume you accept these terms and conditions. Do not continue to use MemexD if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this app and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of India. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. You're not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You're not allowed to attempt to extract the source code of the app, and you also shouldn't try to translate the app into other languages, or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to Pi.14 Technoworld Ventures Private Limited.

Pi.14 Technoworld Ventures Private Limited is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you're paying for.

The MemexD app stores and processes personal data that you have provided to us, in order to provide our Service. It's your responsibility to keep your phone and access to the app secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise

your phone's security features and it could mean that the MemexD app won't work properly or at all.

The app does use third party services that declare their own Terms and Conditions.

Link to Terms and Conditions of third party service providers used by the app

- Google Play Services
- AdMob
- Google Analytics for Firebase
- Firebase Crashlytics

You should be aware that there are certain things that Pi.14 Technoworld Ventures Private Limited will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Pi.14 Technoworld Ventures Private Limited cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the app outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third party charges. In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Along the same lines, Pi.14 Technoworld Ventures Private Limited cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, Pi.14 Technoworld Ventures Private Limited cannot accept responsibility.

With respect to Pi.14 Technoworld Ventures Private Limited's responsibility for your use of the app, when you're using the app, it's important to bear in mind that although we endeavour to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. Pi.14 Technoworld Ventures Private Limited accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.

At some point, we may wish to update the app. The app is currently available on Android – the requirements for system (and for any additional systems we decide to extend the availability of the app to) may change, and you'll need to download the updates if you want to keep using the app. Pi.14 Technoworld Ventures Private Limited does not promise that it will always update the app so that it is relevant to you and/or works with the Android, iOS & KaiOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to

you, We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

## **Cookies**

We employ the use of cookies. By accessing MemexD, you agreed to use cookies in agreement with the MemexD's Privacy Policy.

Most interactive websites and mobile application use cookies to let us retrieve the user's details for each visit. Cookies are used by our app to enable the functionality of certain areas to make it easier for people visiting our App. Some of our affiliate/advertising partners may also use cookies.

## **License**

Unless otherwise stated, MemexD and/or its licensors own the intellectual property rights for all material on MemexD. All intellectual property rights are reserved. You may access this from MemexD for your own personal use subjected to restrictions set in these terms and conditions.

Republish material from MemexD

Sell, rent or sub-license material from MemexD

Reproduce, duplicate or copy material from MemexD

Redistribute content from MemexD

This Agreement shall begin on the date hereof 10-31-2020 (MM-DD-YYYY).

Parts of this mobile application offer an opportunity for users to post and exchange opinions and information in certain areas of the app. MemexD does not filter, edit, publish or review Comments prior to their presence on the App. Comments do not reflect the views and opinions of MemexD, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, MemexD shall not be liable for the comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this mobile application.

MemexD reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

You are entitled to post the memes and comments on our mobile application and have all necessary licenses and consents to do so;

The memes and comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;

The memes and comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy

The memes and comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant MemexD a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### **Hyperlinking to our Content**

The following organizations may link to our mobile application without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors may link to our application in the same manner as they hyperlink to the App of other listed businesses; and

System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

We may consider and approve other link requests from the following types of organizations:

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of MemexD; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

### **Content Liability**

We shall not be hold responsible for any content that appears on your App. You agree to protect and defend us against all claims that is rising on your App. No link(s) should appear on any App that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our App. You approve to immediately remove all links to our App upon request. We also reserve the right to amen these terms and conditions and it's linking policy at any time. By continuously linking to our App, you agree to be bound to and follow these linking terms and conditions .

### **Removal of posts and comments from our App**

If you find any post or comment that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this App is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the App remains available or that the material on the App is kept up to date.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our App and the use of this App. Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or  
exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the App and the information and services on the App are provided free of charge, we will not be liable for any loss or damage of any nature.

#### **Disclaimer for MemexD**

If you require any more information or have any questions about our site's disclaimer, please feel free to contact us by email at [contact.memexd@gmail.com](mailto:contact.memexd@gmail.com)

Please be also aware that when you leave our App, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policies of these sites as well as their "Terms of Service" before engaging in any business or uploading any information.

#### **Consent**

By using our app , you hereby consent to our disclaimer and agree to its terms.

#### **Update**

Should we update, amend or make any changes to this document, those changes will be prominently posted here.