

TERMS & CONDITIONS

Welcome to JOJO OTT Platform, a premium on demand digital video streaming service owned and operated by **Navkar Events Private Limited**.

The following terms shall have the meaning as ascribed to them below:

“Service” means the interactive video on demand service provided by “JOJO” and/or its other variants, to Users for accessing and watching JOJO Content, including all features and functionalities, the application, and user interfaces and software and websites/ web pages associated with the Service, whether accessed via computer, mobile device or other technology, manner or means. For the avoidance of doubt, the term ‘Service’, shall also include all the JOJO Content available for viewing therein, all of our other services provided on or through the Service, and any software that We make available on or through the Service, unless otherwise specified.

"User" refers to you, a residential subscriber of “JOJO Website” and holding a valid account with JOJO.

All references to "You" and "Your" shall mean the User. All references to "Company", "We", "Us" and "Our" shall mean “JOJO OTT Platform”.

This is a legal and binding terms between You i.e., the User of the Service and “JOJO OTT Platform”. By registering for or subscribing to or by accessing/using the Service, You represent, warrant and expressly agree that You are an adult, and that You will be responsible for ensuring that any child/children authorised by You to use and access the Services does/do so in accordance with these User Agreement (including other policies as referred in the User Agreement or referred later). IF YOU DO NOT AGREE WITH ANY OR ALL OF THE TERMS & CONDITIONS (INCLUDING THE PRIVACY POLICY, YOU MAY REFER TO THE FOLLOWING URL <https://jojoapp.in/terms-conditions> YOU SHOULD NOT ACCESS OR USE THE SERVICE AND ANY USE THEREAFTER SHALL BE UNAUTHORISED.

By accessing and/or using this website, You consent, agree and undertake to abide, be bound by and adhere to all the terms and conditions as set forth read together with the Privacy Policy referred to above and any other terms or policies which may govern the Service, from time to time. You shall be deemed to have used the Service anytime You access (via computer, mobile, handheld, internet enabled device or any other technology), view, link to or from, or otherwise interact or communicate with or connect to, the Service (or any parts thereof) or, to the extent applicable, interact or communicate with other users through the Service (including, without limitation, on message boards, chat rooms and/or other communities established on the Service).

I. REGISTRATION AND CREATION OF ACCOUNT

- (a) You should at all times while accessing/using the Service (i) be a registered subscriber of JOJO OTT Platform; (ii) hold a valid Account (as defined below) with JOJO OTT Platform. You will be required to create an account which will contain personal information such as Your mobile number (“Account”). Your mobile number must be verified by You to proceed further through one-time-passwords.
- (b) You confirm and warrant that all the data and information relating to creation of Your Account, including without limitation Your email address, mobile number, login-id, password, etc., that You supply (“Registration Data”) is and accurate in all respects. You also agree to promptly update Your Registration Data (including any changes thereto) as necessary, so that Your Registration Data remains accurate at all times.
- (c) You are responsible for the security and proper use of Your Account details and Registration Data and must take all necessary steps to ensure that they are kept confidential, used properly, and not disclosed to unauthorised people. You are responsible for any use of Your Account and the Registration Data. It is recommended that You do not share Your Account details and/ or Registration Data with any third party. JOJO OTT Platform/Website accepts no liability for any losses or damages incurred as a result of (i) Your Account details being shared by You; or (ii) unauthorised access to Your Account by a third party.
- (d) If You have reason to believe that Your Account details have been obtained by another person without consent or that Your Registration Data or any parts thereof have been compromised or You become aware of any confidentiality breach or any unauthorised use of Your Account, You should contact “JOJO” at support@appjojo.in immediately to suspend Your Account and cancel any unauthorised subscription orders or payments (if any) that may be pending. Please be aware that subscription orders or payments (if any) can only be



cancelled up until provision of Services has commenced. In the event that an unauthorized provision commences prior to Your notifying as required under this section I (4) of the unauthorised nature of the order or payment, "JOJO" will suspend provision of Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel the Services or revalidate Your Account post reverification and revalidation. If "JOJO" reasonably believes that an account and password is being used / misused in any manner, "JOJO" reserves the right to cancel access rights immediately without notice, and block access to all users from that IP address. It is clarified that while "JOJO" shall not be liable for any loss that You may incur as a result of someone else using Your password or account.

- (e) You agree and understand that You are and will be communicating with Us through electronic media/ records. You acknowledge and specifically consent to receive all communication/ correspondence from (including for any request for feedback regarding the Service and/ or any of the JOJO OTT Content, information relating to Your account such as payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices, etc.) via electronic records from Us and/ or Our affiliates and partners, periodically and/ or as and when required. We will communicate/ correspond with You via email and/ or any push notification and/ or other form of instant messaging/ short service messaging service(s) and/ or through any other available electronic and internet-based means, to the email address and/ or mobile number and/ or other record(s) available with Us or made available to Us by You at the time of registration, all of which, shall be deemed adequate service of notice / electronic record.

II. ACCESS TO THE SERVICE

- (a) Some of the JOJO OTT Content made available on the Service is being provided to You for free and there are no subscription charges for the usage of the Service, provided however, You may still be required to register Yourself and create an Account in order to view the free and/ or the advertisement-supported JOJO OTT Content. However, the Company reserves the right to adopt any method of monetization through the Service in the future as it deems fit.
- (b) This Service is offered and made available only to Users above the age of 18 years (or above 21 years of age, where a guardian is appointed as per the Majority Act of 1875) ("Age of Majority").
- (c) If You are under the Age of Majority and continue accessing the Service, the Company will assume that such access/ utilization of the Service is being done only with the involvement and express consent of Your parent/ legal guardian and that You have reviewed this User Agreement and the Privacy Policy along with Your parent/legal guardian and that Your parent/legal guardian understands and agrees to it on Your behalf. If You are under the Age of Majority at the time of accessing and/or using the Service, Your access and usage of the Service shall be deemed to be subject to parental/legal guardian consent and under parental/legal guardian's guidance at all times. Your such continued access/ utilization of the Service shall at all times be subject to the terms and conditions of this User Agreement. Where Users are below the Age of Majority, all references to "User", "You" and "Your" shall mean and include You and Your parents/ legal guardians acting for and on Your behalf for Your benefit. The Service may include a section that exclusively provides access to only children-friendly content. However, in all cases, only persons of the Age of Majority are allowed to register any account on the Service as an authorized User and such person will alone be responsible for the operation of any such account.
- (d) Some of the JOJO OTT Content offered on the Service may not be suitable for some Users and therefore viewer discretion/parental discretion and guidance, is advised. Also, some JOJO OTT Content offered on the Service may not be appropriate for viewership by persons below the Age of Majority. If You are under the Age of Majority, You may view the JOJO OTT Content only with prior consent of Your parents/legal guardians. Parents/legal guardians are advised to exercise discretion before allowing their children and/or wards to access this Service and/or any Material (as defined later). Should any User choose to access such JOJO OTT Content that is qualified by viewer/ parental discretion, then, it shall be deemed that such User has voluntarily chosen to access such JOJO OTT Content, because he / she wants to view the same and does not find the said JOJO OTT Content to be offensive or obscene or indecent or objectionable, and that that such User will exit the Service immediately should he / she be in anyway offended by such JOJO OTT Content. Age-ratings and content genres for each of the JOJO OTT Content will be displayed/ made available on the Show Pages tab and You are requested to go through the age ratings and genres prior to exercising Your discretion to watch or permitting Your child/ ward to watch the JOJO OTT Content or not. This Terms, governs Your access of the Service and any data, message, text, image, audio, sound, voice, codes, computer programmes, software, database, micro film, video, information, content, interactive elements/features etc. that You host, publish, share, transact, display, upload and/or engage with.



- (e) Please note that the availability of the Service is only in India, and Your ability to access, the Service and/ or the JOJO OTT Content and/ or any parts thereof is subject to: (a) JOJO's sole discretion; (b) may be dependent on Your geographical location, for the verification of which, JOJO may use technologies and/ or other mechanisms; and (c) the condition that not all JOJO OTT Content or the Service will be available to all viewers. You understand that Your access of the Service and the JOJO OTT Content may vary depending upon Your device specifications, availability of internet connection, speed, bandwidth, etc. You acknowledge and agree that We will provide You only access to the Service and that You will be solely responsible for all equipment as may be necessary for You to access the internet, mobile and/ or other connection, operator and service fees associated with Your access, etc.
- (f) The quality of the display of the JOJO OTT Content may vary from device to device, and may be affected by a variety of factors, such as Your location, the bandwidth available through and/ or speed of Your internet connection, based on Your opted Subscription Plan (defined below) or otherwise. HD, Ultra HD and HDR or any other high-resolution content availability is subject to Your internet service, Your opted Subscription Plan (defined below) or otherwise and device capabilities, and We recommend a faster internet connection for display of such higher resolution video formats. Not all JOJO OTT Content shall be available in all formats, and not all Subscription Plans may allow You to receive JOJO OTT Content in all formats. The availability of formats shall be subject to change at the discretion of JOJO, and JOJO reserves the right to not provide a format at any time, without any notice.
- (g) Most of Our JOJO Content is available for temporary download and offline viewing (only as part of the Service) on certain supported devices ("Offline Views"). Limitations apply, including restrictions on the number of Offline Views per account, the maximum number of devices that can contain Offline Views per account, the time period within which You will need to begin viewing Offline Views and how long the Offline Views will remain accessible for Your account.
- (h) For the Users who have opted to watch certain JOJO OTT Content other than for any Subscription Plan will have feature limitation which may include but not limited to the number of devices per User, video resolution, access to mobile only and this can be changed from time to time as per the sole discretion of JOJO.
- (i) The Service can be availed through such platforms, software, devices, operating systems, etc., that JOJO approves/ authorises, from time to time ("Compatible System"). In some cases, whether a device is (or remains) a Compatible System may depend on software or platform provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible System at one time may cease to be Compatible System in the future. Subject to compatibility, You may be able to access the Service through mobile phones, smart televisions, tablets and other IP based connected devices, internet enabled devices, and/ or any Compatible System offered by a partner **authorised by JOJO** from time to time.
- (j) You shall not access or use the Service or the JOJO OTT Content therein by means of any mechanism or technology which masks, disguises or conceals Your actual geo-location or provides incorrect details of Your location (for example, use a virtual private network (VPN)).
- (k) You agree that JOJO shall be under no liability whatsoever to You in the event of non-availability of the Service or any part thereof, occasioned by any Act of God or force majeure event, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite/ internet failure, failure of any public utility, man-made disaster, or any other cause whatsoever beyond the control of JOJO.
- (l) JOJO reserves the right to do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Service or to the OTT Content, or any part thereof, for any reason; (ii) to modify or change the Service or the JOJO OTT Content, or any part thereof, and any applicable policies or terms therein; and (iii) to interrupt the operation of the Service, or any part thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes; (iv) issue updates to the Service and/ or any of the Materials, periodically, including improve existing, or add new, functionality and/ or features, make reasonable technical changes, ensure the ongoing operability of the Service, or for legal or security reasons, where considered reasonably necessary. You agree that updates and modifications may be carried out or applied automatically, without You needing to take any action. Where an update or modification is not automatic, it will only take effect once installed by You. In some cases, You may be required to update Your device (including software, operating system versions, etc) in order to make such device compatible with such upgrades/ updates, etc. JOJO shall not be responsible or liable to You in the event You are unable to access the Service or view the JOJO OTT Content due to Your failure or inability to update Your device.



- (m) Anchor Chat feature: : Anchor Chat is an interactive engagement feature made available under the Service for limited content as **determined by JOJO** from time to time. Anchor Chat allows users to participate in chats with the Anchor only and various other features like quizzes, polls, etc. conducted by the Anchor. You will be, inter alia, able to comment to an Anchor's comment, use emojis as part of Anchor Chat. Your use of and/or participation in Anchor Chat is subject to this User Agreement in whole.

III. SUBSCRIPTION SERVICES

- (a) Some of the JOJO OTT Content made available on the Services, marked and categorised as "premium" can be availed only by registered Users who have opted for any specific subscription plan ("Subscription User"). To become a Subscription User, You may be required to provide certain additional personal information as part of the registration process, and make payment of a Subscription Fee (as defined hereinafter).
- (b) The said website-App may offer different kinds of Subscription plans as available on <https://www.jojoapp.in/> or on the plans page on JOJO OTT application ("Subscription Plans"), each of these Subscription Plans will be subject to different limitations and restrictions and the cost of each of these Subscription Plans may vary at the sole **discretion of JOJO APP**. The number of devices on which You may simultaneously watch may depend on Your chosen Subscription Plan. The Website may, at its sole discretion, also offer certain features, benefits and value additions, that are over and above the features and benefits specifically made available to You under Your existing Subscription plan, for an additional fee, or otherwise.
- (c) Some and/ or all of the Subscription Plan(s) offered by the said website-App may contain advertisements/ commercials included in the JOJO OTT Content. Some JOJO OTT Content such as live sporting events/ shows and/or certain other kinds of premier content, when accessed, may show advertisements even where the Subscription Plan selected by You may be an advertisement free plan. **JOJO reserves the right** to offer anytime in the future, various other kinds of Subscription Plans offering completely ad-free and/ or full access to various kinds of premier JOJO OTT Content, etc, all as determined by the website-App at its sole discretion, from time to time. The Website may, at its discretion, also offer some Subscription Plans that may start with a free trial period and in such cases, they will charge the Subscription Fee for the next billing cycle as per the Subscription Plan chosen by You, at the end of the free trial period unless You cancel Your Subscription prior to the end of such free trial period.
- (d) The said JOJO App shall have the discretion to make, or not to make certain JOJO OTT Content that is a part of the Subscription Plan available to You, on more than one end user Compatible System concurrently. We reserve the right to change, supplement, alter or remove any of the JOJO OTT Content that is subject to a Subscription Fee/ Subscription Plan as it deems fit. We do not guarantee the availability of a specific JOJO OTT Content or any minimum JOJO OTT Content that is subject to a Subscription Fee/ Subscription Plan. We reserves the right, at any time, with or without notice and without any liability to: (i) replace or otherwise withdraw any Subscription Packages or JOJO OTT Content; (ii) change or reduce the number of hours of any JOJO OTT Content; (iii) blackout any JOJO OTT Content; (iv) modify the prices for any Subscription Packages or any part of the Service; and (v) change any packaging and introduce base and add-on packages and/or offer channels or any other content on a-la-carte basis or additional fee basis. Third parties that may provide their subscription services on, through or as part of the Service may change or discontinue the features of their services or the content in their services, and t not responsible for the content contained in any such third-party subscription service or the features of these services.
- (e) It is expressly clarified that any Subscription Plans offered to You on the Service are offered solely by us and not by any third party including any payment gateway service providers, unless You have chosen a Subscription Plan to use and access the Service, through a third party (whether as part of an in-app, and/ or bundled offer in conjunction with the provision of their own products and services, or otherwise).

IV. SUBSCRIPTION FEE AND SUBSCRIPTION TERM

- (a) After successful creation of the Account, You will be required to pay a subscription fee for accessing the Service, depending on one or more of the subscription packages options as made available by us from time-to-time ("Subscription Fee").
- (b) The Subscription Fees specified for each Subscription Plan are inclusive of applicable taxes.



- (c) We will be using third party payment gateways to process and facilitate the payment of the Subscription Fee. On successful completion of the payment to the Subscription Fee, the Subscription Plan subscribed by You will become active and You will be granted access to the specific premium content categorized under “Subscribe Now” as part of the Service. In certain cases, post completion of the payment to the Subscription Fee, Your Service activation may be delayed due to operational reasons.
- (d) The Subscription Plans opted by You will be applicable for a specified period (“Subscription Term”) which may be a month, a quarter, six months, one year, or as indicated on the platform, from the date You subscribed the Service. Service shall remain active for the relevant Subscription Term.
- (e) You can access the status of Your subscription anytime through the “More” section under “Manage Subscription”
- (f) We reserve the right to change, terminate or otherwise amend the subscription packages, Subscription Fees and billing cycles at its sole discretion and at any time. Such amendments shall be effective upon posting on the Service. Your continued use of the Service shall be deemed to be Your conclusive acceptance of all such amendments. If You do not accept, or do not wish to be subject to such amendments, Your sole recourse shall be to cancel Your membership and discontinue using the Service.
- (g) In case of revision in the Subscription Fee for a particular membership plan for any extension or renewal period, We will give You an advance notice of such revision whether by way of notification on the Service itself or through Your registered e-mail or registered mobile number (as the case may be). Your consent by clicking/checking on the opt-in box and Your continued use of the Service post such notification upon commencement of renewal or extension period, shall be construed as express acceptance of the revised Subscription Fees.
- (h) To the maximum extent permitted under applicable law, the Subscription Fees billed are non-refundable irrespective of whether the Service have been availed by You or not, and there shall be no refunds or credits for partially used periods and/or unwatched content. Your subscription plan will continue to remain active till the end of the Subscription Term, irrespective of when You cancel the Service. Any request for change or cancellation in any Subscription Plan prior to the expiration of the current Subscription Term period will not entail You to a refund for any portion of the Subscription Fee paid by You for the unexpired period of the current Subscription Term. Any changes in the subscription plan opted by You is effective only after the expiry of the current Subscription Term for which You have already been billed. Accordingly, the Service as per revised plan opted by You shall be effective only after the expiry of the then current Subscription Term, subject to You making all necessary payments.
- (i) Post cancellation of Your subscription, if You wish to re-subscribe to the Service, You may do so from “More” section under “Restore Subscription”.

V. TERMS FOR BILLING, PAYMENT & CANCELLATION

- (a) The Subscription Fee will be billed as per Your selected Payment Method (defined hereunder) for the Subscription Plan selected by You at the time of Account creation/ registration, and such Subscription Fee shall be effective from the beginning of Your Subscription Term or at the end of free trial period (not applicable for subscription through One Time Payment Option (defined hereunder)), as applicable, till the end of the Subscription Term, and on each subsequent renewal automatically (as per the Subscription Plan chosen by You) unless and until You cancel the Service, or the Service is otherwise suspended or discontinued, or the Subscription Plan/ Fee is amended/ modified by Us, pursuant to this User Agreement. To see the commencement date for Your next renewal period or to cancel the Service, You need to visit the “Manage Subscription in the More Section” on Your Service.
- (b) “Payment Method” shall mean a current, valid accepted payment method and shall include either: (a) the Approved Recurring Payment Options namely (i) Most major Credit Cards, or (ii) Most major Debit cards–; and (iii) In app purchases through the listed third party web-sites/ service providers; or (b) One Time Payment Options (i.e. by way of UPI/Netbanking/Wallet/ Prepaid cards Gift Card/Credit and Debit cards other than Approved Recurring Payment Options, as permitted by us); or (c) such other payment methods accepted by us, from time to time. The Approved Recurring Payment Options and One Time Payment Options shall be updated from time to time without any further notification. For certain Payment Methods, Your Payment Method service provider may charge You a transaction fee and/ or other charges. We request You to check with Your Payment Method service provider for details



- (c) We will be automatically billing as per Your Payment Method as Approved Recurring Payment Options for each Subscription Term as per Your Subscription Plan on such day/ period corresponding to Your chosen Subscription Plan. However, if You change Your Subscription Plan, this could result in changing the day/ period on which You are billed and the amount which You are billed. On changing Your existing Subscription plan to another plan, You would be required to pay the difference in rates (on a pro rata basis) for the new Subscription Plan selected and would be billed as per the new Subscription Plan from the next billing / renewal cycle, as the case maybe. The new Subscription Plan will be effective from the date on which You select such new plan and make appropriate payments as necessary.
- (d) If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, You shall be able to access the Service only after You set up the revised Valid Payment Method and subject to receipt of the Subscription Fee by Us.
- (e) You cannot change Your Payment Method during the tenure of a particular Subscription Term. If Your selected Payment Method is no longer available/ valid, or expires or Your Payment Method fails for whatsoever reason, You authorize Us to continue billing, and You will continue to remain responsible and liable for any uncollected amounts together with all costs incurred by us in connection with the collection of these amounts, including, without limitation, collection agency fees, attorney fees, court costs, etc.
- (f) You also understand and acknowledge that We only facilitates the third-party payment gateway for processing of payments. The third-party payment gateway service provider will require certain financial information including Your credit card /debit card or other banking information. Other than providing a confirmation upon receipt of payment against a membership account, we disclaim any and all liabilities in relation to Your payment processing by such third-party payment gateway service provider and the collection and processing of any information provided to third- party payment gateway service provider. While using such payment gateways to make payments to us, You will be abided by the user agreement/terms of use and privacy policies of such payment gateway service provider. We request You to please make Yourself familiar with the terms of use and privacy policies of Your respective payment gateway service provider before using such service.
- (g) You are responsible for the accuracy and authenticity of the information provided by You, including the bank account number/credit card/UPI id details and any other information requested by the payment gateway service provider during the subscription process. You represent and warrant that You have the right to use any of the card details or other payment information that You submit as part of Your chosen Payment Method. We further clarify that We do not receive or collect any of Your financial information including bank account number, credit card and/or debit card number, one-time-passwords sent by Your bank, passwords, bank customer IDs etc., and will not be responsible for misuse of such information by any- one. You agree and acknowledge that we shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card/debit card/banking fraud.
- (h) You can file any complaint related to payment processing by writing to Us [directly on support@appjojo.in](mailto:support@appjojo.in) and the same will be forwarded to the concerned third party payment gateway provider for redressal.
- (i) Upon payment through any of the Payment Method and confirmation of receipt of such payment from the payment gateway provider, an electronic invoice may be made available to You.
- (j) If You have chosen a Subscription Plan to the Service, or are accessing the Service; through/ using Your account/ membership with a third party as a Payment Method and wish to cancel Your Subscription Plan for the Service at any time, You may need to do so through such third party, for example by visiting Your membership/ account with the applicable third party and turning off auto-renew, and/ or unsubscribing from, the JOJO Service through that third party. You understand that the terms and conditions that may apply to You in such cases, may differ and may be as set forth by such third party, and governed by such third party's applicable policies.

VI. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The following terms shall have the meaning as ascribed to them below:



- (a) “Intellectual Property Rights” shall mean all patents, trademarks, service marks, copyrights, database right, trade names, brand names, trade secrets, design rights and similar proprietary rights of JOJO OTT Platform’s and/or its licensors and/or other respective owners, whether registered or unregistered and all renewals and extensions.
- (b) All rights, title and interest in the Intellectual Property Rights in the Service including without limitation all its constituents, content, text, images, audios, audio-visuals, literary work, artistic work, musical work, computer programme, dramatic work, sound recording, cinematograph film, artistic work, literary work, musical work, a video recording, performance and broadcast as defined under the applicable law, specifications, instructions, abstracts, summaries, audio commentaries/content, copy sketches, drawings, artwork, software, source code, object code, comments on the source code and object code, domain names, application names, designs, database, tools, icons, layout, programs, titles, names, manuals, graphics, animation, games, applications, servers, networks, accounts, user interface instructions, photographs, artist profiles, illustrations, jokes, memes, contests, interactive elements and all other elements, data, information and materials (“Materials”) are the property of JOJO Website- App and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to relevant Intellectual Property Rights laws of India and the world. We retain full, complete and absolute title to the Service and all Intellectual Property Rights therein, worldwide and in perpetuity in all languages. You acknowledge and confirm that all the JOJO OTT Content available on the Service are protected by copyright, trademark, design, patent, trade secret, and other applicable intellectual property laws and/ or are being exhibited pursuant to appropriate license/ assignment agreements with third parties.
- (c) The Service including any Materials thereon shall be deemed to be licensed to You by Us on a limited, non-exclusive, non-transferable (except in the case of a parent/legal guardian-minor relationship), non-sub-licensable, non-assignable, revocable basis, only for Your non-commercial, personal, private, residential and lawful use and only for such period as We may, in Our sole discretion, deem appropriate, to view and/or access the Service during the subsistence of Your Subscription Plan, subject always to the terms and conditions set forth under this User Agreement. No right, title or interest in the Service and/ or the Materials and/ or any of the JOJO OTT Content will be deemed transferred to You pursuant to the aforesaid license. You hereby agree to strictly refrain from any broadcast or public exhibition or communication to public, of the Service and/ or any of the JOJO OTT Content therein, including without limitation, at any non-residential/ commercial establishments, places of multiple occupation and places of public exhibitions, irrespective of whether the public is charged any admission/ entry fee for such broadcast/ exhibition or for access to such venue or not, or if such exhibition is being done pursuant to any sponsorship/ merchandising/ barter or any other commercial arrangement or whatsoever nature. These shall include, without limitation: (a) hotels, motels, bars, pubs, cafes, restaurants, resorts, spas, gymnasiums, stadiums, sporting complexes; (b) schools, universities and other educational institutions, social and religious institutions, places of worship, non-governmental organisations, charitable institutions, embassies, consulates, government offices & buildings, civic organisations, consulates, embassies, hospitals, clinics, libraries, shut-ins, prisons, convents, parks, beaches, gardens, orphanages, military barracks & installations or like establishments and public places; (c) business houses/ offices, factories, industrial establishments, oil rigs, commercial shops, co-working spaces, etc; (d) all modes of public transportation including through sea, air and surface transport, ports, stations, stops, depots, waiting rooms, lounges, etc; the hostels, dormitories, communal living establishments, serviced apartments, etc; (f) cinema halls, screening centres, public auditoriums, film festivals, cultural events, etc. It is expressly clarified that the license granted to You as aforesaid, and the Subscription Plan chosen by You, specifically exclude the right to broadcast or publicly exhibit or communicate to public, of the Service and/ or any of the JOJO OTT Content therein at all such places/ venues, in any manner whatsoever. You shall not permit any third party to benefit from the use or functionality of the Service, either directly or via any facility management, timesharing, service bureau or any other arrangement. In case You violate any of the aforesaid conditions, we reserve the immediately terminate Your Account and Subscription, in which case, there shall be no refund of the Subscription Fee or any part thereof already paid by You. This shall be without prejudice to any other rights and remedies available with us under this User Agreement or applicable law, or otherwise.
- (d) You shall not and shall not attempt to use, reproduce, redistribute, sell, offer on commercial rental, decipher, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the Service and/ or the JOJO OTT Content and/ or any parts thereof (including without limitation the software, coding, constituents, elements, Materials, etc.) in any manner whatsoever. You hereby agree to refrain from further streaming or making available the JOJO OTT Content provided on the Service to any other person(s), or in any manner communicate such JOJO OTT Content to the public.
- (e) You expressly confirm not to or attempt to, directly or indirectly, copy, download, capture, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, upload, publish, duplicate,



archive, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, re-transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, frame or de-link, interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorised access, market, promote, circulate, exploit, digitally alter or manipulate the Service and/or the JOJO OTT Content and/ or any parts thereof (including any and all Materials therein) (in whole or in part) in any manner, medium or mode now know or hereinafter developed, either directly or through the use of any device, software, internet site, web-based service, or other means.

- (f) You acknowledge and agree not to either directly or through the use of any device, software, internet site, web-based service, or other means, remove, alter, bypass, avoid, interfere with, violate, or circumvent: (i) any patent, trade secret; copyright, trademark, or other proprietary notice marked on the JOJO OTT Content and/ or (ii) any digital rights management mechanism or device implemented by us; and/ or (iii) any content protection or access control measure associated with the JOJO OTT Content, including geo-filtering mechanisms; privacy; publicity; or other proprietary rights under applicable law. You shall, at all times, abide by all copyright notices, information, and restrictions contained in or associated with any of the JOJO OTT Content.

VII. DISCLAIMER AND LIMITATION OF LIABILITY

- A. BY ACCESSING AND/OR USING THE SERVICE, YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS DISCLAIMER. YOU AGREE THAT YOUR ACCESS TO THE SERVICE IS AT YOUR SOLE RISK AND AT YOUR FREE WILL.
- B. THE SERVICE AND ALL MATERIAL THEREIN CONTAINED ARE DISTRIBUTED AND TRANSMITTED BY US ON “AS IS” AND “AS AVAILABLE” BASIS AND “WITH ALL FAULTS”. JOJO WEBSITE/APPLICATION AND ITS AFFILIATES, ASSOCIATES AND GROUP COMPANIES, THEIR RESPECTIVE DIRECTORS, KEY MANAGERIAL PERSONNEL, EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS, CONSULTANTS AND THIRD-PARTY PROVIDERS DISCLAIM ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY, FITNESS, MERCHANTABILITY, AVAILABILITY, QUALITY, FITNESS FOR ANY PURPOSE, FREE FROM DEFECTS, FAULT TOLERANCE, NON-INFRINGEMENT, COMPATIBILITY AND/OR SECURITY.
- C. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY INFECTION OR CONTAMINATION OF YOUR SYSTEM OR DEVICE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE OR ANY CONNECTED SERVICE AND DO NOT WARRANT THAT THE SERVICE, THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE OR ANY CONNECTED SERVICES ARE FREE FROM VIRUSES, TROJAN HORSE, WORMS, SOFTWARE BOMBS OR SIMILAR ITEMS OR PROCESSES OR OTHER HARMFUL COMPONENTS AND/ OR FOR ANY UNAUTHORISED ACCESS TO OR USE OF THE WEBSITE SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN.
- D. WE ARE NOT RESPONSIBLE OR LIABLE FOR INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICE OR ANY CONNECTED SERVICE OR WITH RESPECT TO THE MATERIAL AND USER MATERIAL THEREON AND DO NOT WARRANT THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS; AND WE DO NOT WARRANT THAT THE SERVICE, OR ANY CONNECTED SERVICE, LINKED MICROSITES, ANY MATERIALS, THIRD-PARTY CONTENT, SERVICES OFFERED WILL BE UNINTERRUPTED OR ERROR FREE OR ACCURATE OR SUIT YOUR PURPOSE.
- E. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE (OR ANY PARTS THEREOF).
- F. INDUSTRY STANDARD EFFORTS ARE MADE TO KEEP THE SERVICE RUNNING SMOOTHLY. HOWEVER, WE TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, THE SERVICE BEING UNAVAILABLE DUE TO ANY REASONS.
- G. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, FITNESS, CORRECTNESS AND VALIDITY OF ANY MATERIAL AND USE OF AND ACCESS TO THE SERVICE OR ANY CONNECTED SERVICE RESTS SOLELY WITH YOU.



- H. THE FULLEST EXTENT PERMISSIBLE BY LAW, WE- JOJO OTT WEBSITE-APP, ITS AFFILIATES, ASSOCIATES AND GROUP COMPANIES, AND THEIR RESPECTIVE DIRECTORS, KEY MANAGERIAL PERSONNEL, EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS, CONSULTANTS AND THIRD-PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DAMAGE AND/OR CLAIMS OF ANY KIND (WHETHER IN CONTRACT, TORT OR BREACH OF STATUTORY DUTY OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND/OR MATERIALS AND/OR USER MATERIAL AND/OR ANY CONNECTED THIRD PARTY WEBSITE AND/ OR ANY USE & ACCESS OF THE SERVICE AND/ OR THE JOJO OTT CONTENT BY YOU, INCLUDING WITHOUT LIMITATION:
- A. INDIRECT OR CONSEQUENTIAL LOSS;
 - B. LOSS OF PROFITS OR REVENUE OR SAVINGS OR OTHER ECONOMIC LOSS;
 - C. INCIDENTAL, DIRECT, OR SPECIAL LOSS OR PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES;
 - D. LOSS OF OR DAMAGE TO DATA;
 - E. LOSS OF BUSINESS, REPUTATION OR GOODWILL; AND/OR
 - F. LOSS OF USE; AND/OR
 - G. WASTED OR LOST MANAGEMENT TIME;
 - H. ANY ERRORS OR OMISSIONS IN THE SERVICE AND/ OR ANY JOJO OTT CONTENT AND/ OR ANY MATERIAL; EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE.
- I. WHEN YOU SHARE YOUR PASSWORD OR ALLOW A THIRD PARTY TO ACCESS YOUR ACCOUNT, YOU AGREE TO REMAIN RESPONSIBLE FOR COMPLIANCE WITH THIS USER AGREEMENT BY ANY SUCH THIRD PARTY. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD OR FOR ANY ACTIONS OCCURRING UNDER YOUR PASSWORD.
- J. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL JOJO OR ITS AFFILIATES, ASSOCIATES AND GROUP COMPANIES' LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES OR CLAIMS OF WHATSOEVER NATURE (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) INCLUDING UNDER THE PRIVACY POLICY EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE PROVIDED HOWEVER THAT THE MAXIMUM LIABILITY OF JOJO IN ALL INSTANCES SHALL NOT EXCEED INR 500 (INDIAN NATIONAL RUPEES FIVE HUNDRED ONLY).
- K. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THIS USER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING OR USING THE SERVICE.

VIII. CONTENT COMPLAINTS

If You wish to register any complaint with respect to any of the JOJO OTT Content on the Service, please contact Us at grievance@appjojo.in. For more information, please visit <https://appjojo.in/#contactUs>.

IX. SUPPORT

If You have any queries with respect to the Service, then address Your e-mail to "The Support Team" on the e-mail ID support@appjojo.in.

X. CHANGES TO THIS USER AGREEMENT

- (a) We reserve the right, at Our sole discretion, to update, change, modify, supplement, include additional rules & policies, and/ or otherwise alter the said terms at any time for many reasons including but not limited to legal, regulatory, security etc., with or without notice (to the maximum extent permissible under law). Such Revised terms will be posted on the Service and shall become effective immediately after such posting. We recommend that You periodically check the Service and review these terms from time to time, to become aware of any changes and/ or modifications hereto. If You do agree to any such changes and/ or modifications, and/ or do not wish to be subject to



Revised terms, Your sole recourse will be to cancel Your membership and discontinue using the Service. Your continued use of the Service following the posting of changes and/or modifications shall constitute Your acceptance of any Revised User Agreement.

- (b) The Privacy Policy (as provided on the Service), and any other documents, instructions, etc. included on the Service shall be read into this and shall be a part of terms and conditions. The Privacy Policy shall form an integral part of the terms and both these documents constitute the user agreement and a legally binding contract between us and the User.
- (c) These User Agreement shall be governed by and construed in accordance with the laws of the India and be subject to the exclusive jurisdiction of the Courts at Mumbai, without giving effect to any principles of conflicts of law.

