

BeFIT Terms of Use - Customers

Effective date:- 1st April, 2015

Welcome to BeFIT! A Web and Mobile platform ("Website") owned and operated by **ONTASK MARKETPLACE PRIVATE LIMITED**, offering lifestyle and fitness subscription service that gives our members (collectively, "Members", "Customers" and individually, "Customer" or "you") access to the best fitness studios (Collectively, "Fitness Studio(s) or Studio(s)") in their city. ("BeFIT is a registered Trademark of Ontask Marketplace Private Limited"). Please read carefully the following Terms of Use, which may be updated by BeFIT from time to time without notice to you (the Terms of Use, as modified from time to time, the "Terms"). The most current version of the Terms can be accessed at any time at www.befitsocial.com/terms.

1. Acknowledgement and Acceptance

1.1 Your Unconditional Acceptance. This Website and BEFIT's services are offered to you for use only in India and are conditioned upon your unconditional acceptance, without modification, of the following terms, conditions, and notices ("Terms") contained in this BeFIT Terms of Service ("Agreement"). Please read this Agreement carefully. Regardless of whether you register with the Website, your use of the Website and any related services constitutes your agreement to all Terms. You agree and understand that certain features of the Website may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms, and you further agree that a violation of those terms while you are accessing the Website shall constitute a breach of this Agreement. This Agreement also includes BeFIT's Privacy Policy and any notices regarding the Website.

1.2 Amendments. You acknowledge and agree that BeFIT may amend this Agreement at any time by posting a revised version of this Agreement on the Website or by notifying Customers directly in BeFIT's sole discretion. Your continued use of the Website after any changes are made to this Agreement shall constitute your consent to such changes. BeFIT does not and will not assume any obligation to notify Customers of any changes to this Agreement, or the creation or modification of any additional terms. You are responsible for remaining knowledgeable about the Terms of the Agreement.

2. Use and Age Restrictions

Use of the Website is permitted only by individuals who can form legally binding contracts under applicable Law. Without limiting the foregoing, use of the BEFIT Website is not permitted by anyone under the age of 21. If you do not qualify, please do not use the Website.

3. Referral Services

3.1 Fitness Sessions information. Upon registration with BeFIT, a Customer may avail various fitness sessions offered by our registered Fitness studios at predefined prices. Customer must create a BeFIT account before booking a session. To book a session, Customers must provide required information (e.g., which fitness session the Customer wants and the Customer's zip code). Upon receipt of request, BeFIT provides information concerning the Fitness Studios sessions to the Customer. The Customer may select the session basis the availability posted by the Studios The Studios shall interact with the Customer via the inbuilt chat feature on the platform to confirm the session reservation. The Studio's are not the representatives of BeFIT India or their affiliates. BeFIT does not and cannot guarantee that the sessions shall be always available to the Customer as per their preferences.

3.2 Agreement with Fitness Studio. The Fitness Studios are not representatives of BeFIT, India or their affiliates. If Customer agrees to avail a fitness session, Customer and Studio enter a binding legal agreement for the Studio to render training sessions and the Customer to pay the Studio for the sessions availed. Any agreement entered between the Customer and Studio is solely between the Customer and Studio, and BeFIT is not party to such agreement. BeFIT is not and will not be party or third-party beneficiaries to any agreements entered into by and between Customer and Studio. Accordingly, please consider carefully before you book your session with any studio.

3.3 Membership

With one single membership at BeFIT, members get unlimited access to various fitness sessions at any fitness studio of their choice in their geography and available on our platform. BeFIT makes no guarantee on the availability of sessions as access to session is on a space-available basis.

3.4 Intellectual Property. You are solely responsible for your own User Submissions and the consequences of posting or publishing them and that you shall not sought to infringe on the intellectual property of any third party. Your description of the request and services sought must be truthful and accurate. Any request posted on the Website: (a) shall not be fraudulent; (b) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, Customer protection, unfair competition, anti-discrimination or false advertising); (c) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) shall not be obscene or contain child pornography; and (e) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4. Studios

4.1 Studio Profile. BeFIT requires Studios to post a profile ("Studio Profile") on the Website. BEFIT does not review or verify the information or representations set forth in those Studio Profiles, as they are self-reported by the Studios. Although BEFIT may take certain steps to examine the credentials of Studios, BEFIT makes no guarantees, promises, warranties or representations of any kind regarding the skills or representations of such Studios if you elect to avail sessions at their studios.

4.2 Verification of the Studio. Mandatory, comprehensive verification checks are performed for the Fitness Studios named during the registration process with BEFIT before joining BEFIT's Studio network and periodically thereafter. Accordingly, BEFIT does not and cannot warrant that the verification check is up-to-date or current. Further, verification done by BeFIT shall not apply to any Studios employees or workers except the principal/owner of the Studio named during registration.

4.3 Licensing. Studios are requested to post licensing information in their Studio Profiles, if any. Different jurisdictions may require state and/or local (county or municipal) level licensing for certain services, work, and/or project amounts. Customers are responsible for determining which licenses, if any, are required for their requested services.

4.4 Relationship between BEFIT and Studios. BEFIT and Studios are separate entities and the employee of one of those entities is not an employee of another entity. BEFIT is not an agent of Studio and vice versa. BEFIT and its affiliated companies provide only a referral service to Studios. In no event will BEFIT be considered a general contractor, project manager, joint employer, joint venturer, or partner of Studios or any of its affiliates or their respective personnel.

4.5 No Warranty or Endorsement of Studios. BEFIT does not endorse or recommend the services of any particular Studio. The decision to avail a session belongs entirely to the Customer. BEFIT does not warrant the Studios performance on the job OR THE QUALITY OF EQUIPMENT OR SERVICES FURNISHED BY STUDIOS. BEFIT does not CONTRACT FOR OR perform, and is not responsible for, any of the services requested by the Customer in the Session request. You expressly acknowledge and agree that your use of the Website is at your sole risk. BEFIT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY STUDIO OR THE STUDIO'S ABILITY TO CONDUCT A FITNESS SESSION COMPLIANT WITH THE REQUEST. YOU EXPRESSLY ACKNOWLEDGE THAT BEFIT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY OF SERVICES RENDERED BY ANY STUDIO.

4.6 Rules for Customers

1. Customers shall not take any of the following actions:
 - (a) commit to reserve a session or using a session without paying;
 - (b) sign up for, negotiate a price for, avail a Session with no intention of payment for the Session; or
 - (c) misuse any options made available now or in the future by BeFIT in connection with the booking of any session.
2. Actions for violating any of the rules for customers

If a Customer violates any of the above-referenced rules in connection with his or her Posting of request, BEFIT, in its sole discretion, may take any of the following actions: (a) cancel the Posting; (b) limit the Customer's Account privileges; (c) suspend the Customer's Account;

5. Payments to Studios

- The Service Payment must be paid through the befitsocial.com Web Service. Any Service Payments paid in cash outside of the befitsocial.com Web Service are NOT subject to refunds.
- All the payments to befitsocial.com shall be made by way of Credit Card/ Debit Card/Mobile Wallets/Net Banking.
- BeFIT customers are obligated to pay for the Session in advance unless specifically notified otherwise.
- No refunds or credits will be provided once the BeFIT's Customer's credit card/debit card/Mobile Wallets/Net banking has been charged. At BEFIT's sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by BEFIT.
- While BEFIT will use commercially reasonable efforts to ensure the security of all credit card/other online modes of payment and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold BEFIT harmless for any damages that may result therefrom BEFIT will use third party services to process credit card information.
- You will be liable for all transaction taxes on the services provided under this Agreement (other than taxes based on BEFIT income)

6. DISCLAIMERS; NO WARRANTIES

SESSIONS, ACTIVITIES, AND ANY OTHER SERVICES OFFERED VIA THE SITE ARE OFFERED AND PROVIDED BY THIRD PARTIES, NOT BeFIT. YOU AGREE THAT ATTENDANCE AT OR USE OF ANY SUCH SESSIONS, ACTIVITIES, OR OTHER SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL BEFIT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE OR PARTICIPATION IN A SESSION, SERVICE OR APPOINTMENT MADE THROUGH THE SITE, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROVIDER IN CONNECTION WITH THE SERVICES. IN ADDITION, ALL USERS SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING USERS TO THE SITE BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO THE USER FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES, THE SITE OR ANY CONTENT ON THE SITE. BEFIT IS NEITHER AN AGENT OF NOR IS CONNECTED WITH ANY PROVIDER WITH WHICH A USER HAS MADE A RESERVATION, OTHER THAN AS THE PROVIDERS OF THE SERVICES PROVIDED ON THE SITE. WITHOUT LIMITING ANYTHING HEREIN, BEFIT DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY SESSIONS, ACTIVITIES, OR OTHER SERVICES OFFERED VIA THE SITE.

UNLESS OTHERWISE EXPRESSLY STATED BY BEFIT, THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BEFIT, ITS SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

UNLESS OTHERWISE EXPRESSLY STATED BY BEFIT, BEFIT, ITS SUPPLIERS AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

7. INDEMNIFICATION; HOLD HARMLESS

You agree to indemnify and hold BeFIT, its affiliated companies, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Site, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants.

8. WAIVER

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

9. LIMITATION OF LIABILITY AND DAMAGES

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL BEFIT OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SITE, INCLUDING THOSE THAT RESULT FROM THE USE OR THE INABILITY TO USE

THE MATERIALS ON THE SITE, OR ANY OTHER INTERACTIONS WITH BEFIT, EVEN IF BEFIT OR A BEFIT AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, BEFIT'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL BEFIT OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS HAVE ANY LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE).

10. Content on Website

10.1 Proprietary Rights. This Website and the material within it, with exception of User Content as defined below are sole and exclusive rights of ONTASK MARKETPLACE PRIVATE LIMITED. Viewing this Website creates a copy of BEFIT materials in your computer's random access memory and/or your hard drive and/or in your proxy server. The Website contains the copyrighted material, trademarks, service marks, logos and other proprietary information (the "Intellectual Property") of ONTASK MARKETPLACE PRIVATE LIMITED. Nothing on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property displayed on the Website, without the prior written permission of the Intellectual Property owner. Other product and company names mentioned in this Website may be the Intellectual Property of their respective owners.

10.2 Copyright Policy. Except for that information which is in the public domain, you may not post, copy, modify, publish, transmit, distribute, perform, display, sell or reproduce in any way any Intellectual Property without obtaining the prior written consent of the owner of such Intellectual Property. BEFIT can remove any content you post on the Website if it violates this statement. If you believe that your work has been copied and posted on the Website in a way that constitutes infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the interest; a description of the work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf. Copyright Agent for notice of claims of infringement can be reached as by email to contact@befitsocial.com, addressed to ONTASK LEGAL SERVICES DESK, ONTASK MARKETPLACE PRIVATE LIMITED

10.3 Content. Users may post information, reviews, comments, messages, photos, profiles; send emails, e-cards and other communications; and submit materials, suggestions, ideas, comments, questions, or other information (collectively "User Content"), so long as the User Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You agree that all of the User Content and information posted on the Website (including any ratings, reviews and/or other User Content posted by you), is the sole and exclusive property of BEFIT or the party posting such content. BEFIT reserves the right (but not the obligation) to remove, change or edit such User Content in its sole discretion.

10.4 Reliance on Content, Etc. Opinions, advice, statements, reviews, offers, or other information or User Content made available through the Website, but not directly by BEFIT, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such User Content. BEFIT does not: (i) guarantee the accuracy, completeness, or usefulness of any

information on the Website; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will BEFIT or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Users.

10.5 Documents and Information Available on this Website. Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the Website is granted, provided that (1) the Copyright Policy above and this paragraph are included with such documents, (2) use of such documents from the Website is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the BEFIT Website or any other BEFIT owned, operated, licensed or controlled site (the "BEFIT Websites"). Elements of BEFIT Websites are protected by trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any BEFIT Website may be copied or retransmitted unless expressly permitted by BEFIT.

10.6 Information You Provide to BEFIT. Upon using or registering for an account on the Website, you will be prompted to disclose certain information about yourself and your service requirements if you request services. Some of this information will be sent to Studios, who will need this information to respond to you or to other persons or entities in connection with the Website. By providing this information to BEFIT, or by submitting a request for booking a session, you are requesting, and you expressly consent to having details of your request sent to Studios. You further consent to BEFIT's use and display on the Website of anonymous data records from information collected from your Booking request, including your first name and the type of session you requested in your city.

You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. In the event that you provide BEFIT with any feedback regarding the BEFIT service or the Website, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions for the service or the Website ("Feedback"), you hereby assign to BEFIT all rights in the Feedback, including but not limited to, the right to use such Feedback and related information in any manner we deem appropriate.

10.7 Content Posted by You on the Website. You understand and agree that BEFIT may review, edit, change and/or delete any User Content in its sole discretion. By posting User Content to any public area of the Website, you automatically grant, and you represent and warrant that you have the right to grant, to BEFIT, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, fully sublicensable, worldwide license to use, copy, perform, sell, rent, lease, display, reproduce, adapt, publish, translate, modify and distribute such information and User Content and to prepare derivative works of, or incorporate into other works, such information and User Content throughout the world in any media, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your User Content by BEFIT will not infringe or violate the rights of any third party. You grant BEFIT and sublicensees the right to use the name that you submit in connection with such content, if they choose. BEFIT takes no responsibility and assumes no liability for any content posted by you, any User or third party.

You are solely responsible for the User Content that you post on the Website or transmit to other Users. You will not post on the Website, or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to the BEFIT or to any User. If information provided to BEFIT, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify BEFIT of such change.

The following is a partial list of the kind of User Content that is illegal or prohibited on the Website. BEFIT reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Website and terminating the membership of such violators. It includes, but is not limited to, User Content that:

- is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- promotes information that you know is false or misleading (including with respect to the identity of the party who will perform a Won Job);
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; and
- violates state and/or local Customer protection laws.

Your use of the Website, including but not limited to the User Content you post on the Website, must be in accordance with any and all applicable laws and regulations. All information you include in your account information must be accurate, current and complete. BEFIT reserves the right to investigate and terminate your membership if you have misused the Website, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

You acknowledge that a violation of the foregoing User Content provisions could result in significant damages, and you agree that you are liable to BEFIT for any such damages. We reserve the right to revoke your access to the Website and services at any time. With exception of information that is generally accessible to the public, all information about Studios is confidential and for your personal use only. If it is determined or suspected by BEFIT in its sole discretion that you are misusing or attempting to misuse or circumvent the BEFIT services or system, or are using or attempting to use them for any inappropriate, non-personal, or commercial purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, BEFIT reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

10.8 Modifications to Website. BEFIT reserves the right at any time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that BEFIT shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

10.9 Blocking of IP Addresses. In order to protect the integrity of the Website, BEFIT reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Website.

10.10 Privacy. Use of the Website is also governed by our Privacy Policy, available at [privacy](#).

10.11 Disclaimers. BEFIT is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Website, whether caused by Users of the Website, or by any of the equipment or programming associated with or utilized in the Website. BEFIT is not responsible for the conduct, whether online or offline, of any Customer, Studios or other third-party users of the Website. BEFIT assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. BEFIT is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Website. Under no circumstances will BEFIT or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the BEFIT Websites, any content posted on the Website or transmitted to Users, or any interactions between Users of the Website, whether online or offline. The BEFIT Websites are provided "AS-IS" and BEFIT expressly disclaims any warranty of fitness for a particular purpose or non-infringement. BEFIT cannot guarantee and does not promise any specific results from use of the BEFIT Websites.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. BEFIT makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

10.12 Links. The Website may provide, or third parties may provide, links to other World Wide Web sites or resources, including, by way of example, the placement of a widget or live feed from a customer ratings website. Because BEFIT has no control over such sites and resources, you acknowledge and agree that BEFIT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that BEFIT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

11. Termination of Account

This Agreement will remain in full force and effect while you use the Website and/or are a User of BEFIT. You may terminate your account at any time, for any reason. To cancel an account, please send an email notice of termination to contact@befitsocial.com. If you terminate your account, your account will be disabled within 14 days. BEFIT may terminate your account or this Agreement at any time, with or without cause, by sending notice to you at the email address you provide in your account registration, or such other email address as you may later provide to BEFIT. All decisions regarding the termination of accounts shall be made in the sole discretion of BEFIT. BEFIT is not required to provide you notice prior to terminating your account. BEFIT is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your account is terminated, this Agreement will remain in effect.

12. BEFIT Customer Care Representative

BEFIT may provide assistance and guidance through customer care representatives. When communicating with our customer care representatives, you may not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive or otherwise behave inappropriately. If we feel that your behavior toward any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership. You acknowledge and agree that BEFIT may monitor and/or record any telephone calls between you and BEFIT.

13. Jurisdiction and Choice of Law

If there is any dispute arising out of this Agreement or the use of the Website, by using the Website you expressly agree that any such dispute shall be governed by the laws of India without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue High Courts at Mumbai, for the resolution of any such dispute.

14. Dispute Resolution

At the sole option of BEFIT, any claim, dispute or controversy arising out of, relating to or concerning in any way the Agreement or use of the Website shall be resolved by binding arbitration administered by the Arbitrators under the Arbitration and Conciliation Act, 1996 under its commercial arbitration rules. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and judgment upon any arbitration award may be entered by any court having competent jurisdiction. Each party shall bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator. BEFIT may elect, in its sole discretion, not to use arbitration for any individual Claim that you properly file and pursue in court. IF ARBITRATION IS CHOSEN BY BeFIT WITH RESPECT TO A CLAIM, YOU WILL NOT HAVE THE RIGHT TO LITIGATE THE CLAIM IN COURT, HAVE A JURY TRIAL, OR ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE ICA (INDIAN COUNCIL OF ARBITRATION) RULES OF ARBITRATION. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

15. Indemnification

Customer agrees to indemnify, defend and hold harmless BeFIT, its parents, subsidiaries, affiliates, officers, agents, and other partners and employees, from and against any loss, liability, claim, demand or suit, including reasonable attorney's fees, resulting from or arising out of any act or omission of Customer, except to the extent such loss is caused by BeFIT's sole negligence.

16. No Third Party Beneficiaries

Except as otherwise set forth expressly herein, nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than BeFIT and the Customer, any benefit, right or remedy.

17. Survival

The following provisions shall survive termination of the Agreement: Agreement with Studios, No Warranty or Endorsement, Interactions and Disputes with Studios, Release, No Warranties, Limitations of Liability, all provisions in the Content on Website section, Disclaimers, Jurisdiction and Choice of Law, Dispute Resolution, Indemnification, No Third Party Beneficiaries, and Survival.