



Your Safety Guardian

USER AGREEMENT

User Agreement last updated: 25th April, 2016

User Agreement Effective Date: 3rd December, 2015

Twenty Four OTR Private Limited (“**Company**”), having its registered office at **5A, Mathura Road, Jangpura, New Delhi, 110014**, is a technology based assisted solution provider for many of day to day life’s emergency situations. The technological platform (i.e. the 24 Response Interface) of the Company enables the subscribers to avail first response assistance, emergency response and certain other specified assistance services (i.e. the 24 Response Services). The 24 Response Interface also enables the subscribers/users to avail the services of various other service providers and other services provided by the Company, on separate payment basis (i.e., Additional Services).

This User Agreement governs the access or use by you of the 24 Response Interface and through it access 24 Response Services and Additional Services. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND ACCEPT THEM BEFORE ACCESSING OR USING THE 24 Response INTERFACE.

PART I – GENERAL

1. Definitions

The following words and expressions shall, unless the context otherwise requires, have the meanings set out below:

“**Registration Details**” means your details as provided to the Company for registering you, as the User of the 24 Response Interface for accessing 24 Response Services and Additional Services, as applicable, including any addenda and supplements there to, and shall also include details of the applicable Subscription Fees, Subscription Term and any other details required by the Company, under this User Agreement.

“**24 Response Interface**” shall mean Website and/or the Application and/or through the phone number to the, “Control and Command Center” of the Company, as may be applicable.

“**Serviceable Location**” shall mean the specified areas where the Company would under ordinary circumstances be able to provide 24 Response Services and/or Additional Services through the 24 Response Interface.

“**you**” or “**your**” or “**User**” refer to the person visiting, accessing, browsing through and/or using the 24 Response Interface and/or availing the 24 Response Services and/or the Additional Services at any point in time.

Other Capitalized terms used herein, shall have the meaning assigned to them in the respective Clauses of the User Agreement.



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User Agreement - Version 4

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1. Contractual Relationship

The Company is a technology based assisted solution provider for many of day to day life's emergency situations. „Emergency“, by itself often means inordinate circumstances and conditions. The Company is committed to providing solutions and assisted services on a best efforts basis, specified in terms of this Agreement within the Serviceable Locations.

Access to and usage of the 24 Response APP Interface and/or the 24 Response Services provided there under, constitutes your acceptance of and agreement with the terms and conditions specified herein, as amended from time to time, and SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY IN RESPECT OF 24 Response INTERFACE, 24 Response SERVICES AND/OR ADDITIONAL SERVICES (“**User Agreement**”). Accordingly, PLEASE ENSURE THAT YOU READ AND UNDERSTAND THIS USER AGREEMENT BEFORE YOU USE ANY OF THE 24 Response SERVICES AND/OR THE ADDITIONAL SERVICES. If you do not accept or understand any of the terms and conditions contained in the User Agreement, then please don't use the 24 Response Interface and/or avail any of the 24 Response Services or the Additional Services.

The Company reserves the right, at all times, in its sole discretion, to improve, alter, change, modify, or otherwise amend the User Agreement (and the scope, nature and kind of 24 Response Services/Additional Services offered) and any other documents incorporated herein by reference, for any reason whatsoever, including for compliance with applicable laws or business purposes, without any requirement of obtaining your prior consent. The Company will post/notify the amended User Agreement at the Website and the Application. The Company will have the right to update the existing User Agreement on the 24 Response Interface with such amendments and may notify you by way of pop-ups or emails or in any other manner, as may be considered suitable by the Company. It is, however, your responsibility to review the User Agreement for any such changes and you are encouraged to check the terms and conditions frequently. If you do not agree to abide by these or any amended User Agreement, please do not use or access the 24 Response Interface. Continuation of provision of 24 Response Services and/or Additional Services to you shall be subject to your accepting the revised/updated User Agreement, and should you wish to discontinue access/usage of the 24 Response Services, you may write to the Company at info@24response.com and request termination of the Subscription Term and/or seek refund of the Subscription Fees paid by you as per the refund policy of the Company.

You will provide authentic, true and complete information in all instances where any information is requested of you. The Company reserves the right to confirm and validate the information and other details provided by you at any point of time.

If at any time, the information provided by you is found to be false or inaccurate (wholly or partly),



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without prejudice to any other rights and remedies available to the Company, the Company would be entitled to: (i) exemption from provision of 24 Response Services and/or Additional Services to you; and/or (ii) terminate this User Agreement with immediate effect; and/or debar you from using 24 Response Services; and/or (iii) restrict or deny your access to the 24 Response Interface (or any part thereof) at any point in time at its sole discretion.

1. Eligibility and Reliance on Information Provided

Subject to clause 3.2 below, only persons who are competent to contract under the applicable Indian laws can use or access the 24 Response Interface and/or avail the 24 Response Services and/or Additional Services.

A minor (i.e. a person below the age of 18 years) can only access or use the 24 Response Interface and/or avail the 24 Response Services and/or Additional Services only when the 24 Response Services have been subscribed to, on behalf of the minor, by the parent or legal guardian of such minor by accepting the terms of the User Agreement.

You acknowledge that the Company relies completely on the information provided by you (or by a third party, in case such information is being provided by a third party's application/software/device, other than the 24 Response Interface) and the Company shall not be held liable if you or anyone who uses the 24 Response Interface and/or the 24 Response Services, is not eligible to use the same or if the Company is unable to render the 24 Response Services (or provide access to Additional Services) due provision of incorrect or incomplete information or non-provision of information by the User (or the third party, in case information is being provided through a third party's application/software/device, i.e., other than directly by the User on the 24 Response Interface).

PART –II – 24 Response SERVICES

2. 24 Response Services

The Company shall make available, certain first response assistance, emergency response and other assistance services within the Serviceable Locations, as specifically described at the Part A of the Schedule to this User Agreement, in accordance with the subscription plans availed by you (or on your behalf by a third party) ("**24 Response Services**").

Subject to your successful registration on the 24 Response Interface, the 24 Response Services would be offered and provided to you pursuant to your request for the same through the 24 Response Interface, as per the subscription plans applicable to you. The 24 Response Services would be available to you only during the period subscribed by you as specified in the Registration Details, as may be renewed/extended mutually ("**Subscription Term**").

Subscription of 24 Response Services does not entitle you to avail Additional Services, unless such Additional Services are separately paid for.

The personnel/service providers used by the Company as the first response team providing the 24 Response Services, so far as practicable, would be trained for provision of first



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response, basic assistance and coordination/facilitation services. Appropriate police verification of all such personnel prior to their deployment as the first response team providing the 24 Response Services would be undertaken by the Company or by the legal entities providing such personnel. To further protect the interest of its Users, the Company shall make best endeavors to inform such personnel/service providers that they will be held personally liable for any impulsive behavior/outburst on their part, arising out of any altercations during personal interactions, and that the Company shall investigate all such reported incidents promptly, and take suitable measures/actions as deemed necessary in specific cases directly or with the assistance of the service providers, providing such personnel.

3. Fees for 24 Response Services

You will pay all fees payable for the 24 Response Services specified at Part A of the Schedule to this User Agreement ("**Subscription Fees**") in the manner specified in the Registration Details. If the 24 Response Services are availed through another application provider or any device/other interface, whether on a monthly or on pay per use basis, the Subscription Fee shall mean such fee as you may pay directly to the Company or through the other providers, as the case may be. It is hereby clarified, the Subscription Fees if revised by the Company (in accordance with Clause 2.3 hereof), the revised Subscription Fee would be applicable to you after the expiry/upon renewal of the Subscription Term by you.

Except as otherwise specified herein or in the Registration Details, (i) fees are based upon subscription of 24 Response Services (irrespective of their actual usage during the Subscription Term, except in cases where a pay per use arrangement has been accepted by the Company); and (ii) payment obligations are non-cancellable and fees paid are non-refundable, except in accordance with the refund policy of the Company.

In case subscription to the 24 Response Interface (and associated services) is sponsored by your employer or any other third party, your employer or such third party shall be ordinarily responsible for payment of the Subscription Fees.

4. Activation of False Alarm/Misuse of 24 Response Services

You hereby undertake to avoid any action that might cause the activation of a distress button or request for 24 Response Services in situations not qualifying as an emergency situation and at times not required by you ("**False Alarms**").

You hereby undertake to ensure that False Alarms are kept to a minimum. Should you make more than 2 such False Alarms in a six (6) months" period, without prejudice to any other rights and remedies available to the Company, the Company would be entitled to: (i) terminate this User Agreement with immediate effect; and/or debar you from using 24 Response Services; and/or (ii) restrict or deny your access to the 24 Response Interface (or any part thereof) at any point in time at its sole discretion.

PART – III - ADDITIONAL SERVICES

2. Additional Services



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You may avail services offered by certain specified third party service providers and/or seek assistance from state agencies providing emergency services/law and order (including, police, fire brigade etc.) (“**State Agencies**”) which the Company or its representatives may connect you through the 24 Response Interface or otherwise and/or any additional services provided by the Company (“**Additional Services**”), at your sole discretion but ONLY subject to payment in lieuthereof.

Certain arrangements, where under you use 24 Response Services, through other app providers and/or device manufacturers, may not permit you to avail any or all Additional Services or certain 24 Response Services, and in all such cases, the provisions of this agreement related to such Additional Services not provided (and such 24 Response Services not being provided), are not applicable.

The Company or its representatives may at its discretion, also assist you in procuring Additional Services of third party services (“**Third Party Service Providers**”). You hereby acknowledge that the Company does not, and cannot exercise control over the effectiveness, quality, or safety vis-à-vis the Additional Services that is made use of by you from these Third Party ServiceProviders.

It is hereby agreed, any provision or facilitation for Additional Services from Third Party Service Providers shall be provided at the sole discretion of the Company or its representatives and the Company and/or its representatives reserve their right to refuse provision or facilitation of any such services.

You acknowledge, agree and understand that the Company only facilitates you with a platform enabling you contact the Third Party Service Providers/State Agencies and the Company itself has no role in the execution or provision of such AdditionalServices.

The Company does not endorse any such Additional Services and in no event shall the Company be responsible or liable for any products or services provided as part of the Additional Services. The Company shall not be responsible for any breach of service or service deficiency (along with defects in goods provided in relation thereto) in the Additional Services provided by the Third Party Service Providers. The Company cannot assure nor guarantee the ability or intent of the Third Party Service Providers or any State Agencies to fulfill their obligations towards you, in relation to such AdditionalServices.

Without prejudice to the generality of the above, the Company will not be liablefor:
any inconvenience suffered by you due to any failure or delay, on the part of the Third Party Service Providers or any State Agencies to provide the AdditionalServices or deficiency or inadequacytherein;any misconduct or inappropriate behavior by the Third Party Service Providers or any State Agencies or theirpersonnel;any misrepresentation and negligence on the part of such Third Party Service Providers or any StateAgencies;cancellation or rescheduling or any variance in the feescharged;

3. Charges and Expenses for AdditionalServices



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Charges for Additional Services. The charges for the Additional Services (and goods provided in relation thereto) shall be paid by you directly to the Third Party Service Providers, your primary application provider, device provider/manufacturers, as and wherever applicable. The Company shall have not been responsible for collection/realization of the fees of the Third Party Service Providers from you. The terms and conditions for online payments shall be such as approved by the law in force for the time being and it is your and the Third Party Service Providers' responsibility to effect the transaction in a proper legal manner.

Expenses towards Additional Services incurred by the Company. Any expenses/costs incurred by the Company (and/or its representatives) in respect of any Additional Services rendered by the Company (and/or its representatives) shall be promptly reimbursed by you to the Company (including costs of any goods delivered to you). You hereby agree and acknowledge that the charges/expenses covered under these Clauses

8.1 and 8.2 are not included and covered under your Subscription Fees and the Subscription Fees is limited to use of 24 Response Interface and availing of 24 Response Services only. Without prejudice to any other rights and remedies available with the Company, the Company may adjust expenses due from you against the Subscription Fees towards the unexpired portion of the Subscription Term and reduce it accordingly, at its sole discretion, if the dues are not paid to the Company promptly. Conveyance expense, at a fixed rate shall ordinarily be payable by you with respect to travel of the Company's representatives for provision of Additional Services to you, and shall be informed to you at the relevant time, in accordance with the pre-determined rates of the Company.

Even if subscription to the 24 Response Interface (and associated services) is sponsored by your employer or any other third party on your behalf, you shall solely be responsible for payment of any charges/costs/expenses for any Additional Services availed in accordance with Clause 8.1 and Clause 8.2 above.

PART – IV - EXCLUSIONS

1. Exclusions

After you have requested for the provision of Additional Services, the Company or its representatives would be free to take such steps and call/connect you to the appropriate State Agencies and/or Third Party Service Providers as they deem necessary at their sole discretion. You may also deny availing such Additional Services or choose to avail Additional Services a Third Party Service Provider.

In case you are unable to provide your consent for availing the Additional Services, you hereby authorize the Company, or its representatives, to take all necessary steps that they deem appropriate in their sole judgment (including to access your personal belongings, information and property, without being provided your consent for the same) and discharge the Company and its representatives of any and all liabilities, claims or damages that may arise in relations to such actions undertaken by the Company, or its representatives in the foregoing situations.



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You hereby undertake not to use the 24 Response Interface or 24 Response Services and/or Additional Services for unauthorized/unlawful purpose or otherwise request/instruct the Company or its representatives to commit an act which is unauthorized/unlawful or in violation of rights of any third parties. You agree to indemnify the Company for any kind of damage incurred due to such unlawful use in terms of Clause 14 hereof.

The Company's representatives have a right to refuse to participate or provide assistance in matters that, in the view of the Company's representatives may amount to participation in or perpetuation of any illegal demand or activity, or which would threaten the personal safety or the life of the Company's representatives. In such cases, the Company's representatives would on a best effort basis call/contact the government agencies, i.e., fire department, police, etc. for assistance being the appropriate authorities under the law to address such situations.

To the extent permitted under the applicable law, the Company or its representatives would not act as witnesses to any legal proceedings/investigations. You agree to indemnify the Company for any cost/expense incurred by the Company or its representatives (including attorney fees) due to the any participation in the aforementioned legal proceedings/investigations in terms of Clause 14 hereof.

2. Network Access and Devices

You are responsible for obtaining the data and/or telecom network access necessary to use the 24 Response Interface. Your mobile network's call, data and messaging rates and fees may apply, if you access or use the 24 Response Interface from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices and having necessary data and cellular coverage, necessary to access and use the 24 Response Interface and any updates thereto.

The Company does not guarantee that the 24 Response Interface, or any portion thereof, will function on any particular hardware or devices. In addition, the 24 Response Interface, 24 Response Services and/or Additional Services may be subject to malfunctions and delays inherent in the use of the telecom, Internet, mobile network electronic communications and GPS Systems. Further, you agree and acknowledge that the usability/accessibility of the 24 Response Interface depends on many factors that are not under the control of the Company, including weather conditions, telecommunications network coverage (dependent on factors such as lifts, tunnels, basements, etc. transmission interferences may also occur due to the electronic waves generated by electric systems), call dropping, failure to connect the call for any reason whatsoever buildings, Force Majeure Events and intentional or unintentional communication interferences.

You shall ensure that, once the 24 Response Interface is used to avail any 24 Response Services or Additional Services, the subject telecommunication device/mobile phone shall remain in close proximity of the person, so as to ensure response and assistance.

You hereby agree and acknowledge that in cases, where 24 Response



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Services/AdditionalServices is made available to you by a third party's mobile application/device (“**Third Party Application or Device**”) (and not directly through the 24 Response Application on your mobile device), then your access/usage to the 24 Response Services/Additional Services are subject to the Company receiving, from such Third Party Application or Device, the appropriate alert, signal, call and/or constant data feed, upon the relevant 24 Response servicesbutton(s) being pressed by you on the Third Party Application or Device. The Company shall not be held liable if it is unable to render/provide access to the 24 Response Services/Additional Services due to failure of such Third Party Application or Device to provide the required information and send appropriate signals/data/alerts/calls/data feed to theCompany.

The usability/accessibility of the 24 Response Services and/or Additional Services through any application/website/software or Third Party Application or Device (other than through the 24 Response Interface), would be subject to the telecom, Internet, electronic communications, GPS Systems and other functionalities/compatibility of such other application/website/software (other than through the 24 Response Interface). The Company shall not be liable towards any functionality/dysfunction/malfunction of such other application/website/software (other than through the 24 Response Interface) and any consequent delays/non provision/deficiency in 24 Response Services/AdditionalServices.

PART – IV – INTELLECTUAL PROPERTY

3. IntellectualProperty

The website i.e. www.24response.com (“**Website**”) is owned by the Company and the mobile application i.e., “24 Response” (“**Application**”) is the proprietary software of theCompany.

This User Agreement, the 24 Response Interface and its contents, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the 24 Response Interface, are the intellectual property of Company and are protected under applicable laws vis-à-vis copyright, trademark, design etc. All titles, ownership and intellectual property rights in the 24 Response Interface and its content shall remain with the Company, its affiliates, agents, authorized representatives or licensor's, as the case maybe.

Subject to your compliance with this User Agreement, the Company grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the 24 Response Interface on your personal device solely in connection with your availing the 24 Response Services and/or Additional Services; and (ii) access and use any content, information and related materials that may be made available on the 24 Response Interface, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Company and the Company's licensors. Neither this User Agreement nor your use of the 24 Response Interface convey or grant to you any rights: (i) in or related to the 24 Response Interface except for the limited license granted above; or (ii) to use or reference in any manner the Company's names, logos, product and service names,trademarks or services marks or those of the Company'slicensors.



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You shall not: (i) remove any copyright, trademark or other proprietary content from the 24 Response Interface; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the 24 Response Interface and/or the 24 Response Services and/or the Additional Services except as expressly permitted by the Company; (iii) decompile, reverse engineer or disassemble the 24 Response Interface; (iv) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the 24 Response Interface or unduly burdening or hindering the operation and/or functionality of any aspect of the 24 Response Interface; or (v) attempt to gain unauthorized access to or impair any aspect of the 24 Response Interface or its related systems or networks.

4. Content Provided by You

The Company may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to the Company through the 24 Response Interface, content (text, images, audio, videos etc.) and information, including commentary and feedback related to the 24 Response Interface and/or the 24 Response Services and/or the Additional Services ("**Uploaded Content**"). Any Uploaded Content provided by you remains your property, however, you hereby grant the Company a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display and otherwise exploit in any manner such Uploaded Content in any manner whatsoever (including in connection with the Company's business or otherwise), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all Uploaded Content or you have all rights, licenses, consents and releases necessary to grant the Company the license to the Uploaded Content as set forth above; and (ii) neither the Uploaded Content nor your submission, uploading, publishing or otherwise making available of such Uploaded Content nor the Company's use of the Uploaded Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide Uploaded Content or host, display, upload, modify, publish, transmit, update or share any information on the 24 Response Interface that:

belongs to another person and to which you do not have any right to; is grossly harmful, harassing, blasphemous; defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in anyway; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is



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grossly offensive or menacing innature;impersonate anotherperson;contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computerresource;threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any othernational.or is otherwise offensive, as determined by the Company in its sole discretion, whether or not such material may be protected by law. The Company may, but shall not be obligated to, review, monitor, or remove Uploaded Content, at its sole discretion and at any time and for any reason, without notice to you. In case of you are in non-compliance of the applicable laws (including the Information Technology Act, 2000 and Indian Penal Code, 1860) and/or this User Agreement, the Company would be entitled to terminate this User Agreement with immediateeffect.

PART – V – DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY

4. Disclaimer and Limitation of Liability

THE 24 Response INTERFACE AND/OR THE 24 Response SERVICES OR ANY OTHER SERVICES INCLUDING FACILITATION FOR ANY SERVICES PROVIDED BY THE COMPANY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE 24 Response INTERFACE OR 24 Response SERVICES OR ANY ADDITIONAL SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE 24 Response INTERFACE, OR THAT THE 24 Response INTERFACE AND/OR THE 24 Response SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE 24 Response INTERFACE AND 24 Response SERVICES ARE PROVIDED BY THE COMPANY ONLY ON A BEST EFFORTS AND DILIGENCE BASIS, AND THE COMPANY DISCLAIMS, AND YOU AGREE THAT THE COMPANY SHALL NOT HAVE ANY OBLIGATION AND RESPONSIBILITY UNDER THIS AGREEMENT EXCEPT TO PROVIDE THE 24 Response INTERFACE OR THE 24 Response SERVICES ON A BEST EFFORT BASIS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE 24 Response INTERFACE AND/OR THE 24 Response SERVICES, AND/OR ANY ADDITIONAL SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU OR WITH THE THIRD PARTY SERVICE PROVIDERS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IT IS HEREBY CLARIFIED THE COMPANY DOES NOT SELL ANY GOODS OR MERCHANDISE ON THE 24 Response INTERFACE AND DOES NOT ENGAGE IN RETAIL OR WHOLESALE TRADING OF ANY PRODUCTS.

THE COMPANY DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED FROM A THIRD PARTY THROUGH THE 24 Response INTERFACE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY,INCLUDING THIRD PARTY SERVICE PROVIDERS. AS WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.



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YOU ACKNOWLEDGE THAT ADDITIONAL SERVICES REQUESTED THROUGH THE 24 Response INTERFACE MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED, AND YOU SHOULD AVAIL THE ADDITIONAL SERVICES IN YOUR SOLE JUDGEMENT.

YOU HEREBY UNCONDITIONALLY CONFIRM AND ACKNOWLEDGE THAT BY AVAILING ADDITIONAL SERVICES IN ACCORDANCE WITH THIS USER AGREEMENT YOU HAVE SURRENDERED AND UNILATERALLY RESIGN TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, TO RAISE ANY CLAIMS OR INITIATE ANY LEGAL ACTIONS OR PROCEEDINGS ON ANY GROUNDS WHATSOEVER AGAINST THE COMPANY OR ITS REPRESENTATIVES WITH RESPECT TO, OR IN CONNECTION WITH, ARISING FROM ANY DEFECT OR DEFICIENCY IN ANY SERVICES OR PRODUCT PROVIDED BY THE THIRD PARTY SERVICES PROVIDERS OR OWING TO YOUR INTERACTIONS/TRANSACTIONS WITH THE THIRD PARTY SERVICE PROVIDERS.

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE 24 Response INTERFACE AND/OR THE 24 Response SERVICES AND/OR THE ADDITIONAL SERVICES OR YOUR INABILITY TO ACCESS OR USE THE 24 Response INTERFACE AND/OR THE 24 Response SERVICES AND/OR THE ADDITIONAL SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER OR ANY STATE AGENCIES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S CONTROL. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE USER AGREEMENT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE SUBSCRIPTION FEE PAID BY YOU TO THE COMPANY DURING THE RELEVANT SUBSCRIPTION TERM.

5. Indemnity

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates and agents (collectively referred to as "**Indemnified Parties**") harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), incurred or likely to be incurred by the Indemnified Parties, arising out of or in connection with: (i) your use of the 24 Response Interface and/or the 24 Response Services and/or the Additional Services or services or goods obtained through your such use; (ii) your breach or violation of any of this User Agreement and the applicable laws; (iii) The Company's use of your Uploaded Content; (iv) your violation of the rights of any third party, including Third Party Service Providers or (vi) acts done by the Company or its representatives under your instructions or request.

PART – VI – TERMINATION

6. Termination of the Subscription Term

Without prejudice to Clauses [2.5.6.2](#) and [12.3](#) hereof, the Company may at its discretion terminate the Subscription Term (and/or this User Agreement):

either, by giving you a prior termination notice of 15 (fifteen) days if you commit a breach of this User Agreement and if you fail to cure such breach within 15 (fifteen) days of receiving such termination notice intimating the breach and the intention to terminate;

or, by immediate notice in case of any non-payment by you (or by a third party on your behalf) of



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any amounts due and payable to the Company and/or any Third Party Service Provider;

or, at will, by giving a prior termination notice of 30 (thirty) days, without assigning any reason whatsoever.

or, by giving a prior termination notice of 5 (five) days upon occurrence of a Force Majeure Event which has not been cured within 60 (sixty) days, in accordance with Clause [16.1.2](#) below.

You may request termination of the Subscription Term (and/or this User Agreement) at any time with 30 (thirty) days prior notice to the Company, stating the reasons for the intended termination. Such notice shall be deemed to be a Dispute notice in accordance with Clause [16.5.1](#) of this User Agreement. It is hereby clarified that in case of termination without a valid reason, you shall not be entitled to receive any refund of the Subscription Fees.

Without prejudice to the above ground for termination, in case your subscription has been procured through a corporate agreement with an entity paying the Subscription Fees on your behalf (“**Corporate Tie-Up**”) or through another application provider or device provider/manufacture, and such Corporate Tie-Up or arrangement with another application provider or device provider/manufacture ends and/or the entity stops making payment of the Subscription Fees on your behalf, you would be free to avail the subscription for 24 Response Interface and associated services from the Company on your own, upon payment as an individual subscriber. In such circumstances, if you do not individually subscribe to the 24 Response Interface and associated services, the access to 24 Response Interface and associated services shall be discontinued. In case where your subscription is through Corporate Tie Up, the Company reserves a right to intimate to your employer/entity, and seek its assistance in resolution of any issues/complaints between you and the Company with regard to the 24 Response Interface or associated services.

In the event of termination or expiry of the Subscription Term (and/or this User Agreement), the provisions of Clause [11](#) (Intellectual Property); Clause [12](#) (User Provided Content); Clause [13](#) (Disclaimer and Limitation of Liability), Clause [14](#) (Indemnity); Clause [15](#) (Termination of Subscription Term) and any other provision which is expressly stated to or by implication or by its nature is meant to survive expiry or termination of the Subscription Term (and/or this User Agreement), shall continue to remain valid and binding and shall survive such expiry or termination of the Subscription Term (and/or this User Agreement). Expiry or termination of the Subscription Term (and/or this User Agreement) shall not prejudice or affect any right or remedies or liabilities accrued prior to the date of such termination or expiry.

PART – VII – MISCELLANEOUS

7. Miscellaneous

Force Majeure

The Company shall not be in default or breach of this User Agreement and its obligations hereunder with respect to the 24 Response Interface and/or 24 Response Services (and its obligation to render the 24 Response Services shall stand suspended to such extent, without any liability), to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of acts of God, acts of a public enemy, acts of any governmental or quasi-governmental agency or any of their political subdivisions, fire, flood, epidemics, explosion, power or irregularities/dysfunction/malfunction in telecommunications, internet, electronic, GPS and systems, quarantine restrictions; strikes or other labor unrest, earthquakes, civil commotion or revolutions, war, terrorist attack, freight embargoes, unusually severe weather



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conditions; any other cause beyond the control of the Company or any other reasonably unforeseen events or any other events as specified in Clause [10.2](#) above (“**Force Majeure Event**”).

Upon occurrence of a Force Majeure Event, the Company shall use its best efforts to avoid or remove these causes and/or circumstances of the Force Majeure Event; provided that if such causes continue for longer than sixty (60) days, the Company may, by written notice to you, terminate your Subscription Term by issuing a termination notice of five (5) days in accordance with Clause [15.1.4](#) above.

Assignment

You shall not assign this User Agreement or any of its rights or obligations hereunder without the prior written consent of the Company. It being clarified, the Company has the right to enter into agreements with third parties, with respect to the 24 Response Services being provided to you through the 24 Response Interfaces, without any requirement of obtaining your prior consent.

Loyalty and Promotional Programmes

The Company reserves the right to introduce from time to time such loyalty and promotional programs as it deems appropriate. The terms and conditions of such loyalty and promotional programs would be specified separately at the relevant time.

Group Accidental Insurance Cover

In the event you are eligible, as per the terms of your subscription plans, to be covered under the **Group Accidental Insurance Policy** availed by the Company for its customers, then please note that as per the terms and conditions provided by the insurance provider, such **Group Accidental Insurance Policy** shall not cover Users with below conditions:

- (i) Any existing disability/deformity (Physical or mental impairment/infirmity or any condition hampering vision/hearing or mobility).
- (ii) Diagnosed or under treatment for any terminal illness or any illness/disease restricting activities e.g.; Epilepsy/Seizure disorder.
- (iii) Users involved with any hazardous activity, significant manual labor, operating heavy machinery, handling hazardous material, working at heights / underground / construction sites, oil rigging, high voltage, high temperature, working in aircrafts or sea-going vessels or adventure sports or armed forces.

Please carefully read and take note of all the **terms and conditions** applicable to such Group Accidental Insurance Policy. Policy details given are indicative, not exhaustive. The customer needs to refer to the policy document sent to them for entire details of coverage & terms.

Dispute Resolution

In the event of any dispute claims, controversies and conflicts, arising out of or relating to or in connection with this User Agreement or the breach, termination or invalidity thereof (“**Dispute**”), you and the authorized representatives of the Company shall attempt to resolve such Dispute with 30 (thirty) days of either of the party giving notice in writing to the other party of such Dispute.



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Upon the you and the Company being unable to resolve the Dispute as aforesaid, the Dispute shall be submitted to final and binding arbitration at the request of either of the disputing parties upon written notice to that effect to the other, and the Dispute shall be finally settled exclusively by arbitration as per the Indian Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted by a single arbitrator appointed by the Company. The venue of the arbitration shall be New Delhi, India. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding as to the Dispute. You and the Company agree that the fee and charges of the arbitrator shall be fixed in accordance with the Delhi International Arbitration Centre (DAC) (Administrative Cost Arbitrators' Fees) Rules, as are applicable at the time of commencement of the arbitration proceedings. Subject to the Clauses [16.5.2](#) and [16.5.3](#) above, the courts in New Delhi, India shall have exclusive jurisdiction to deal with the Disputes between the parties including the arbitration proceedings and the award passed thereto.

The Company shall have the sole discretion to suspend provision of/access to the 24 Response Interface any or all 24 Response Services/Additional Services to you during the pendency of any Dispute with you.

Notices

Notices shall be in writing and shall be deemed to have been received upon expiry of five days from the date of dispatch or transmission or on receipt of acknowledged delivery receipt (whichever is earlier) to the address set forth follows:

If to you to your name, address and e-mail id indicated in the Registration Details; and

If to the Company:

Twenty Four OTR Pvt. Ltd.

4101, 2nd floor, Dlf Phase 4, Near Vipul Square, Gurgaon Haryana 122002

Attention: Head Customer Service Email: info@24response.com

Entire Agreement

This User Agreement as amended from time to time, together with the Registration Details,, its Schedules, annexure and other documents specifically attached or referred to herein, constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes all prior understandings, promises, representations, agreements and negotiations between the you and the Company, oral and written.

No Waiver

Failure or delay by the Company to enforce any provision of this User Agreement against you shall not be deemed a waiver of future enforcement of that or any other provision.

Severability

If any portion of this User Agreement is held to be illegal, invalid or unenforceable, such portion shall be deemed to be modified to the extent necessary to make such portion binding and enforceable, and such modified portion and all the remaining portions shall remain in full force and



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effect.

Privacy Policy

The use and access to the 24 Response Interface and/or availing the 24 Response Services and/or Additional Services is subject to the Privacy Policy of the Company (available at: <https://www.24response.com/privacy-policy.html>)

Grievance Policy

In accordance with Information Technology Act, 2000 and the Information Technology (Intermediaries Guidelines) Rules, 2011, the contact details of the Grievance Officer who can be contacted for any complaints or concerns pertaining to the 24 Response Interface, including those pertaining to breach of the User Agreement or and other polices are published as under:

Designation: Vice President Service Delivery Address

Twenty Four OTR Pvt. Ltd.
4101, 2nd floor, Dlf Phase 4, Near Vipul Square, Gurgaon Haryana 122002

Contact No: +91.124.4606.900

Email: grievance@24response.com

Electronic Record

This User Agreement is an electronic record, generated by a computer system and does not require any physical or digital signatures in terms of Section 4 of the Information Technology Act, 2000, for it to be recognized as a legally binding contract in terms of the Indian Contract Act, 1872.

BY CHECKING AGAINST THE BOX "**I AGREE**" YOU HEREBY ACKNOWLEDGE TO HAVE READ AND UNDERSTOOD AND UNCONDITIONALLY ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED IN THE USER AGREEMENT. YOU AGREE TO ENTER INTO THIS USER AGREEMENT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS EFFECT.



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Part A of Schedule: 24 RESPONSE Services

(i) 24 RESPONSE Services as accessible on your mobile device (directly through the 24 RESPONSE Interface):

A. HelpME– On Demand Physical Response, 24x7

The HelpME button gives you instant access to 24 RESPONSE Services. As soon as you press this button, your mobile device will dial the pre-programmed number of our 24 X 7 Command & Control Center and an Incident Manager will be on call with you within a matter of seconds. He/She will gather all vital information on your situation and initiate an appropriate response. Simultaneously, our nearest Immediate Assistance Team on their Responder App receives an alert, and they will start moving towards your location, as can be tracked by our server, saving precious minutes in response time. Once they reach you, they will provide you assistance/protection and isolate you from the unsafe situation.

24 Response will also provide coordination with external services such as Police, Fire Brigade & Ambulance, if the situation requires.

B. TrackME – On Demand Live Tracking, 24 X 7

Our TrackME/Safe Call Service provides a reliable custodian, consistently keeping a watch over you, whenever required. We understand the need to have someone to watch over you, someone who knows your where about, in more than a few situations. Aligned with this, we provide constant monitoring service for instances, such as when you are on a long journey, travelling through a rough neighborhood or commuting during work hours.

The TrackME/Safe Call button on the 24 RESPONSE mobile app, gives you instant access to this service. As soon as you press the TrackME/Safe Call button, your mobile device will send us a request and an Incident Manager from our 24 X 7 Command & Control Center will be on call with you within a matter of seconds. He/She will gather all vital information on your situation and set up your tracking. He/She will then track you live on his screen and initiate notifications/tracking calls to your mobile number at a pre-agreed frequency.

If we are not able to contact you, our nearest Immediate Assistance Team will be alerted, and they will move towards your last tracked location, as can be tracked by our server, providing you safety and protection.

24 Response will also provide coordination with external services such as Police, Fire Brigade & Ambulance, if the situation requires.

On Demand Assistance from State Agencies/Third Party Service Providers

In case of any distress, just activate HelpMe button the 24 RESPONSE app, and get connected to our Command & Control Center, wherein our Incident Manager will gather all vital information and initiate an appropriate response. Based on the emergency situation, and your instructions, we call and coordinate with State Agencies and Third Party Service Providers, such that you can access their services (being the Additional Services specified in Part B of this Schedule below) and get a quick response and assistance.

24 RESPONSE Services as accessible through a Third Party Application or Device (and not directly through the 24 RESPONSE Interface)

In case, you are accessing our HelpME or TrackME services through a third party application or device, we will provide the services as given above, subject to us getting the required data through the respective third party application or device, as accessible to you.

Part B of Schedule: Additional Services

One requesting for any third party service our Incident Manager at our Command & Control



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Centre can connect and coordinate with the Third Party Service Providers, to provide you with access to the following Additional Services. These Additional Services are provided on a best effort basis and at an additional charge payable directly to these service providers:

Medical Emergencies	On Road Assistance
Ambulance On Call	Towing Services
Medicine Delivery at Odd Hours	Mechanic On call
Mobile First Aid	Tyre Puncture Repair
	Battery Jump Start
	Cab Arrangement
	Fuel Refill