**Terms and Conditions**

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Last Modified: April 13, 2023

Welcome to Watugot! These Terms and Conditions and our Privacy Policy (collectively referred to as the “Agreement”) govern your access and use of the application available at [www.watugot.net](http://www.watugot.org/) and pi://watugot.net (hereinafter collectively referred to as the “Website,” or the “App”).

The App is owned and operated by Watugot Mobile Applications LLP, a company formed and operating in accordance with the laws of the Republic of India. Any reference in this Agreement to “the Company,” “we,” “us,” or “our” refers to Watugot Mobile Applications LLP, and any reference to “you,” “your,” or “user” refers to the individual who registers an account on the App or the entity such individual legally represents. This Agreement is a legally binding contract between you and the Company.

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY MAY PROVIDE SERVICES THAT REQUIRE YOU TO AGREE TO SUPPLEMENTARY TERMS. ALL APPLICABLE SUPPLEMENTARY TERMS WILL BE AVAILABLE TO YOU BEFORE YOU ACCESS SUCH SERVICES. IN CASE OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND ANY SUPPLEMENTARY TERMS OF A SPECIFIC SERVICE, THE SUPPLEMENTARY TERMS SHALL PREVAIL WITH RESPECT TO YOUR USE OF SUCH SERVICE.

YOUR ACCESS/USE OF THE APP IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, YOU ARE PROHIBITED FROM USING THE APP.

BY CONTINUING TO USE THE APP, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT.

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# Eligibility

To be eligible to access/use the App, you must meet the following eligibility criteria:

* 1. You must be of legal age and have the legal capacity to enter into a binding contract with the Company (you are of legal age if you are legally emancipated or of the age of majority in the jurisdiction where you are resident); and
	2. If you sign-up for an account on behalf of a legal entity:
		1. You must meet the criteria in Section 1.1 above, and
		2. The legal entity you represent must be duly organised and operating in accordance with applicable law, and
		3. You must have the authority to act on behalf of the legal entity, including the authority to bind the legal entity to this Agreement (all obligations arising from the use of the App) and to dispose of the rights of such legal entity.

# Definitions and Interpretation

* 1. The following words beginning with a capital letter, wherever used in these Terms and Conditions, shall have the meaning as defined hereunder:

|  |  |
| --- | --- |
| ‘Advertising Fee’ | means the fee set by the Company for different promotional activities on the App. |
| ‘Buyer’ | means an App account holder who places an Order/purchases a Product listed on the App. |
| ‘Featured Listing’ | means the promotion where the Product is showcased in the featured category within the App.  |
| ‘Featured Store’ | means the promotion where the Store is showcased in the banner section of the featured category of the App.  |
| ‘Listing’ | means an offer for the sale of a Product published by a User on the App. |
| ‘Non-Pioneer’ | means a User who uses the App outside the Pi Network. |
| ‘Order’ | means a Buyer’s offer to purchase a Product listed on the App.  |
| ‘Order ID’ | refers to the unique code displayed to Buyers when they checkout with their selected Product from a Store.   |
| ‘Party’ or ‘Parties’ | means the User/s who enter into a Transaction with each other. |
| ‘Pi’ or ‘Pi token’ | refers to the digital currency of the Pi Network. |
| ‘Pi Back Offer’ | means the promotion where the Subscriber offers Pi tokens to Buyers as a reward on the completion of an in-store purchase of the promoted Product. |
| ‘Pioneer’ | means a User with a Pi Network account.  |
| ‘Pi Payment’ | means the payments in Pi tokens either between two Users or between a User and the Company in accordance with the provisions of this Agreement. |
| ‘Product’ | means a tangible item or a service listed on the App.  |
| ‘Sale Price’ | means the price at which a Product is offered for sale on the App by a Store or Seller (as applicable). |
| ‘Seller’ | means a Pioneer who offers Products for sale in Pi tokens through the App. |
| ‘Service Fee’ | means the fee the Company charges the Seller for a Product sale concluded through the App. The Service Fee is a fixed percentage of the Sale Price specified on the Listing. |
| ‘Store’ | refers to the online Store on the App that a Subscriber creates. |
| ‘Subscribers’ | means a Pioneer who subscribes to one of the subscription plans offered by the Company.   |
| ‘Subscription Fee’  | means the fee the Subscriber pays the Company for the selected subscription plan.  |
| ‘Transaction/s’ | means any agreement between Users to sell or buy a Product listed on the App.  |
| ‘User’ | means any App User, including a Subscriber, Buyer, or Seller.  |
| ‘User Content’ | refers to any content posted/uploaded by a User on the App as defined in Section 9 of these Terms and Conditions. |

* 1. The use of any masculine, feminine, or neuter gender and the singular or plural numbers in these Terms and Conditions shall refer to the gender and number as the context requires.
	2. Any words or expressions used in these Terms and Conditions that are not defined in this Section 2 shall have the respective meanings given to them in these Terms and Conditions.
	3. If this Agreement is translated into other languages, the English version shall prevail.

# The App

The App is an online marketplace that connects Buyers with Stores and Sellers near them. Users must have an App account to use the various features and functionality available on the App.

**UNLESS EXPRESSLY SPECIFIED OTHERWISE, THE COMPANY’S RESPONSIBILITY IS LIMITED TO PROVIDING THE APP IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THIS AGREEMENT.**

# Account Registration and Security

* 1. Personal Account Registration

Both Pioneers and Non-Pioneers can register a personal account on the App as outlined hereunder:

* + 1. Sign up outside of the Pi Network

If you do not have a Pi account or do not wish to use your Pi account to access the App, you can sign up for an account at [www.watugot.net](http://www.watugot.org/). You will be required to provide us with your full name, email address and access to your location data at the time of your account registration.

* + 1. Sign-up through the Pi Network

Only Pioneers can sign-up for an App account through the Pi Network at pi://watugot.net. To register your App account through the Pi Network, you will be required to provide us with your full name, email address, access to your location data, and consent to be authenticated on the App with your Pi account (allow the Pi Network to share your Pi username and Wallet address with the App). Please note that if you do not consent to share your Pi username and your Pi wallet’s public address with the App, you will not be able to access the App through the Pi Network.

* 1. Account Approval

We issue all App accounts at our sole discretion. We are not legally or morally obligated to provide an App account to any User, and we reserve the right to decline any account requests without providing reasons for our decision.

* 1. Access

Once the Company approves your App account, you will be able to access your account and make use of all the available features and functionality in accordance with this Agreement.

Please note that Non-Pioneers cannot use the App features and functionality that can only be performed on the Pi Network, such as Buying or Selling Products in Pi tokens and/or creating a Store account on the App. Only Pioneers who access the App through the Pi Network can use these aforementioned features and functionality.

* 1. Store Account Registration

Stores are part of our subscription-based service, and all subscriptions are governed by the provisions of Section 5 of these Terms and Conditions. Please carefully review the provisions of Section 5 before creating your Store.

To create your Store account, you will need to log in to your account on the App through the Pi Network. After successfully logging in to your App account, you will be able to access the Store panel from your account navigation menu and register your Store by providing a full name, business email address and password. Once your business email address is verified, you will be able to create your Store by providing all the requested information, including the store phone number and business address. The Company will verify your Store details, and once your Store is approved, you will be able to list your Products and manage your Store from within the App.

* 1. Privacy

We process all your personal data in accordance with our Privacy Policy. In the event of any change in your personal data, you accept full responsibility for updating your personal data by accessing your account settings. Please carefully review our Privacy Policy before registering your account, and do not submit any personal data if you do not agree with our privacy practices.

* 1. Security

You are solely responsible for maintaining the confidentiality of your App account login credentials to prevent unauthorised access to your account. Unless expressly authorised by us in writing, you are strictly prohibited from sharing your login credentials with anyone. You assume full responsibility for all usage and activities under your personal and Store account on the App regardless of whether you authorised such use.

You agree to immediately report any unauthorised access to your account or other suspicious activity to info@watugot.net. You hereby release the Company from all liability arising from or associated with your failure to maintain the confidentiality of your login credentials. You agree that your decision to use the App is entirely at your own risk.

# Subscription Payment, Cancellation and Refund Policy

* 1. Subscription Plans

The Company currently offers multiple subscription plans to suit different User requirements. All our current subscription plans and accompanying subscription fees are listed on the App and quoted in Pi tokens. You will be billed for your selected plan in accordance with the provisions of Section 5.3 below. Please note that **only** Pioneers who access the App through the Pi Network can subscribe to the subscription plans offered by the Company.

* 1. Pricing

We reserve the right to change our Subscription Fees from time to time at our sole discretion. In the event of any changes in our Subscription Fee, we will notify you by posting a notice on the App and/or by sending you an email informing you of our new pricing before the end of your current subscription term. Any changes in our Subscription Fees will not impact your current subscription term, and new Subscription Fees will only become effective from your subscription renewal date. If you do not agree with any changes to our Subscription Fees, your sole remedy is to not renew your subscription.

* 1. Subscription Payments

You can manage your subscription payments from the Billing and Payments section within your App account. The total Subscription Fee payable by you for your selected subscription plan will be displayed to you before you approve the payment. You understand and agree that you will be billed according to your selected plan when you approve the payment. All Subscription Fee payments are payable in Pi.

* 1. Subscription Renewals

Subscriptions do not automatically renew, and you will be required to manually renew your subscription should you wish to continue using the Store. We will send you a reminder to renew your subscription before the end of your subscription term. If you wish to change your subscription plan, you can do so at the time of your subscription renewal. You will be billed according to your new subscription plan for the new term. If you do not renew your subscription, your subscription will automatically expire at the end of your subscription term. The Company will not assume any responsibility for any loss of data, third-party claims, loss of revenue or loss of opportunity as a result of your subscription termination.

* 1. Subscription Cancellation and Refund Policy

Unless expressly specified otherwise in this Agreement, the Company fully earns the subscription fee on the payment day. We do not offer refunds for any unused portion of your subscription term.

* 1. Free Trials and Promotional Offers

The Company may, at its sole discretion, offer any available subscription plans to you on a free trial basis. Free trials are offered once per customer for a fixed period only. To continue using the Store after the end of your free trial, you will be required to select your preferred subscription plan and pay the applicable Subscription Fee.

You understand and accept that your use of the Store during a free trial is subject to all the provisions of this Agreement. By joining a free trial, you agree to abide by all applicable provisions of this Agreement.

The Company may also offer special promotions with a different Subscription Fee than our standard offer. If you subscribe to such promotions during the term of your free trial period, your free trial will immediately terminate upon your acceptance of the promotional offer, and you will be billed for the promotional offer in accordance with the provisions outlined in this Agreement. Please note that if you are currently using a subscription plan under a special promotion, you will not qualify for another promotional offer until your current offer term has elapsed. For the avoidance of any doubt, you will not be eligible to benefit from the same promotional offer more than once.

# Listings

* 1. Eligibility

Both Stores and Sellers can post Listings on the App as outlined below:

* + 1. Stores

Once the Company verifies your Store account, you can create your Listing by signing in to your Store. You must provide all the requested information about your Product when you create the Listing, including the Product description, image and Sale Price. The Sale Price of all Products must be listed in the local currency, inclusive of all applicable taxes. There is no limit on how many Listings you can create under your Store account, and you can edit or delete your Listing at any time by accessing your Store account.

* + 1. Sellers

As a Seller, you can create Listings by accessing the App through the Pi Network. You will be required to provide all the requested information about the Product you are offering when you create the Listing, including its description, condition and Sale Price. Please note that Sellers can only specify the Sale Price in Pi tokens. There is no limit on how many Listings you can create, provided they are in compliance with the Listing Policy below.

* 1. Listing Policy

All Listings on the App, whether created by Stores or Sellers, must comply with the provisions outlined hereunder:

* + 1. The Listing must only provide correct and complete Product information, including but not limited to the correct make, brand, condition, and other Product specifications as applicable;
		2. The Product description must contain all material information about the Product, including any defects/faults or missing components;
		3. The title of the Listing must accurately describe the Product offered for sale;
		4. A Listing must not contain any profanity or offensive language. The Company reserves the right to remove any Listing from the App that we, in our sole discretion, deem to be inappropriate;
		5. As a Store/Seller, you may only use original images or videos of the Product in your Listing. Any use of stock images on Listing is strictly prohibited except in situations where the Product is brand new in sealed packaging and can only be displayed with stock images. Notwithstanding the foregoing, you may not use any stock images or videos for which you do not have the relevant license and which you are not authorised to use for online advertising;
		6. Stores/Sellers are prohibited from Listing a Product that they do not have rights to sell;
		7. Stores/Sellers are prohibited from creating duplicate Listings for the same Product;
		8. Stores/Sellers are prohibited from Listing any Product that falls within our Prohibited Products list as specified in Section 6.3 below.
	1. Prohibited Products

To ensure the safety of all Users and compliance with applicable law, we have created a list of prohibited and hazardous goods (“Prohibited Products”) that may not be listed on the App. Please note that this is not an exhaustive list, and we reserve the right to add or remove Products from this list at any time at our sole discretion. You are expressly prohibited from Listing any Product or a part thereof that falls within the following categories:

* + 1. Any stolen, illegally obtained, or counterfeit Product;
		2. Any Product that contains illegal or strictly regulated materials;
		3. Any Product that contains child pornography or can be perceived as child pornography. For the avoidance of any doubt, any Product that in any way sexually exploits minors is strictly prohibited;
		4. Any Product the sale, purchase, or transportation of which would be in contravention of applicable laws (either within or across national borders);
		5. Any hazardous materials that may cause harm to any person or property, including but not limited to carcinogens, combustibles (explosives or explosives precursors), any poisons, and other similar materials sale of which are either restricted or prohibited by applicable laws.

If we discover that your Listing falls within our Prohibited Products list, we reserve the right to remove the Listing, terminate your account on the App (including your Store account), ban you from the App, and/or report you to law enforcement authorities.

* 1. Placement of Listing

You understand and agree that the placement of your Listing on the App may depend on various factors, including, but not limited to, distance from the Buyer’s location, your ratings and other similar factors. We cannot guarantee that your Listing will appear in any specific order on the App.

* 1. Disclaimer

You acknowledge and agree that the acceptance of a Listing does not constitute an endorsement of a Product or its Seller/Store by the Company.

# Transactions

Although Pioneers can enter into Transactions with both Stores and other Sellers on the App, Non-Pioneers can only enter into Transactions with Stores through the App. All Transactions are solely between the Parties. For the avoidance of any doubt, Parties are solely responsible for fulfilling their obligations under a Transaction. Please carefully review the provisions outlined hereunder before entering into any Transaction through the App.

* 1. Stores and Buyers

All Transactions between Stores and Buyers are governed by the provisions outlined hereunder:

* + 1. Orders
			1. As a Buyer, you can place an Order with a Store by adding the Products that you wish to purchase to your shopping cart. Please note that only Products from one Store can be added to one Order. Once you have added all the Products that you wish to purchase from your selected Store, you can check out by providing the requested information, such as your shipping address (if applicable) and phone number.

After you provide the requested information, you will be able to view the Order ID for your Order.

Except for Pi Back Offers, which can only be redeemed in-store (see Section 7.1.1.2. below), you must call the Store and provide them with your Order ID to place your Order. Please note that your Order is not confirmed until the Store verifies your Order ID. Once the Store verifies your Order ID, the Store will process your Order and inform you of the pick-up or shipping details for your Order (as applicable). You understand and accept that standard call charges of your phone carrier will apply to any calls you make to the Stores, which are solely for your account.

* + - 1. Redeeming Pi Back Offers

Stores may promote certain Products on the App with Pi Back Offers. Pi Back Offers allow Buyers to earn Pi when purchasing a Product from a Store. You acknowledge and agree that Pi Back Offers can only be redeemed ‘in-Store’ (at the physical premises of the Store). As a Buyer, you must provide the Order ID to the Store after you have purchased the Product with the Pi Back Offer. Once the Store has verified your Order ID, the total amount of Pi tokens offered for the purchased Product will be transferred into your associated Pi wallet.

Unless expressly specified otherwise in this Agreement, all Pi Payments are irreversible; therefore, any Product purchases with a Pi Back Offer cannot be returned or refunded.

* + 1. Receiving and Managing Orders

Stores can receive, manage and complete Orders from the Store account on the App as outlined hereunder:

* + - 1. When a Buyer provides the Order ID to a Store, the Store must verify that Order ID from within the Store account. Once the Order ID is verified on the App, the Buyer’s personal data is made available to the Store to enable the processing of that Order.
			2. It is solely the Store account owner’s responsibility to maintain and only use the Buyer’s personal information in compliance with the applicable privacy laws. For the avoidance of any doubt, the Store account owner and its authorised Users are strictly prohibited from using a Buyer’s personal information for any purpose other than performing their obligations/asserting their rights during a Transaction.
			3. Once the Store has fulfilled the Order, the Order is completed and moved from Manage Order to the Completed Orders section in the Store account.
		1. Payment, Shipping, Return and Refund Policy
			1. Order Payments

The Company does not facilitate any payments for Products offered by Stores on the App. It is solely the Parties’ responsibility to arrange payments for Orders directly with each other. Each Party hereby releases the Company from all liability, costs, claims or disputes arising from the other Party’s failure to fulfil any obligations under a Transaction.

* + - 1. Shipping, Return and Refund Policy

The Parties acknowledge and agree that the Company does not fulfil any Orders. It is solely the Buyer’s responsibility to enquire about the Store’s shipping, return, and refund policy directly from the Store before placing an Order.

Each Party hereby releases the Company from any liability, costs, claims or disputes arising from any Store policy, Products, and/or either Party’s failure to fulfil any obligations under a Transaction.

* 1. Sellers and Buyers
		1. Eligibility

The App enables Pioneers to enter into Transactions with each other and pay with Pi tokens. Please note that if you do not have a Pi account or if your Pi account is not authenticated on the App, you will not be eligible to transact in Pi tokens on the App.

* + 1. Pay with Pi

The payments for all Transactions in Pi tokens are processed through the App. All Listings with Sale Prices specified in Pi are offered by Sellers only (not Stores). Buyers will be required to chat with the Seller to arrange a Product viewing/delivery in person before paying for the Product in Pi. The Company does not verify the identity of any User; therefore, we are unable to offer any guarantees that a User is who s/he claims to be. It is solely your responsibility to evaluate the credibility of any information you receive from another User before entering into any Transaction. You also assume the responsibility for taking all necessary precautions to ensure your personal safety and for protecting your property, especially before making any decisions to meet another User in person. The Company disclaims all liability for the conduct of any User, either online or offline. Any acceptance or approval of a User’s account on the App does not constitute an endorsement of such a User by the Company.

After inspecting the Product, if the Buyer wishes to proceed with the Transaction, the Buyer must pay the Seller for the Product by selecting the “Pay with Pi” button within the App. Once the Buyer clicks the Pay with Pi button, the Company will withdraw the full Sale Price in Pi tokens from the Buyer’s wallet and transfer this full amount, less the Service Fee, into the Seller’s wallet.

Buyers acknowledge and agree that all Pi Payments through the App are irreversible; therefore, it is solely the Buyer’s responsibility to carefully inspect the Product before paying for it. Any action or attempt by Buyers or Sellers to encourage or solicit payment outside of the ambit of the App will constitute a material breach of this Agreement.

* 1. Transaction Disputes

All transaction-related disputes are solely between the Parties and should be resolved directly between themselves. If a User is a victim of fraud, Users may contact our Customer Support team to report the issue. Please note that our Customer Support team is only authorised to suspend the guilty Party’s account as a remedy.

* 1. Transaction Ratings

Buyers have the right to rate Stores and Sellers after the Transaction is completed. The Company shall not be responsible for any loss, claim, or damage incurred by any Store or Seller on the App due to poor ratings from the Buyers.

* 1. Tax Obligations

Sellers and Stores are solely responsible for paying all applicable taxes to relevant tax authorities. Please note that the Company will not be responsible for withholding taxes on behalf of Stores or Sellers.

* 1. Neutral Venue

The Company is neither the operator of any Stores nor the manufacturer, provider or Seller of any Products listed on the App. The App only serves as a neutral venue for Stores and Sellers to market their Products and for Buyers to easily find Products available for sale near them, subject to the provisions of this Agreement and any additional Store policies. We do not make any representations or offer any warranties about the accuracy, quality, legality, suitability, or timely delivery of any Products listed on the App. All Listings on the App are the sole responsibility of the User from whom such Listing originated and not the responsibility of the Company.

* 1. Release

The Company does not employ, supervise, direct, or control any Users. All claims, actions, or damages arising out of or relating to any Transaction can only be brought against the User who is Party to such Transaction. By using the App, you expressly release the Company from any claims, actions, or liabilities arising out of or associated with any Transaction, including but not limited to any defects in Products or misrepresentations made by any User.

# In-App Promotions

* 1. In-App Promotions

The Company offers multiple in-App promotion/advertisement services for Stores and Sellers to promote their businesses and Products. The Advertising Fee for all in-App promotions is available on the Website, and the eligibility and payment terms for each in-App promotion are outlined hereunder.

Please carefully review these terms and conditions before making use of any in-App promotions.

* + 1. Featured Stores

‘Featured Stores’ are banner advertisements displayed in the featured category within the App. Only Stores can make use of the ‘Featured Store’ promotions. The Advertising Fee for Featured Stores is based on the duration the promotion remains active on the App. Please note that Stores can be promoted in the featured category for a maximum of three calendar days at a time. The Store will be required to pay the Advertising Fee at the time the Store is set to be featured, and the Advertising Fee is payable to the Company in Pi tokens.

By purchasing the Featured Store promotion, the Store owner authorises the Company to withdraw the full amount of the Advertising Fee from the Store’s wallet.

Cancellations and Refunds

Stores cannot cancel the Featured Store promotion after the Advertising Fee is successfully processed and/or request a full/partial refund if they are dissatisfied with the results of the promotion. The Company reserves the right to remove a Store from the featured category in the App before the end of the purchased promotion term if the Store breaches any provision of this Agreement.

* + 1. Featured Listing

Featured Listings are displayed in the featured category on the App. Both Stores and Sellers can promote specific Listings in the featured category. The Advertising Fee for a Featured Listing is calculated according to the duration that such Listing is set to be displayed in the featured category on the App. The Advertising Fee for Featured Listing is payable in Pi at the time the Seller/Store purchases the promotion. By purchasing the Featured Listing promotion, the Store/Seller authorises the Company to charge the full amount of the Advertising Fee in Pi to the Seller/Store’s wallet.

Cancellations and Refunds

By acquiring a Featured Listing promotion, you acknowledge and agree that such promotions are deemed consumed at the time the Advertising Fee is paid by you to the Company. You will not be able to cancel the Featured Listing promotion after the Advertising Fee is successfully processed and/or request a full/partial refund if you are dissatisfied with the results of the promotion.

The Company reserves the right to remove your Listing from the featured category before the end of the promotion term if you are in breach of any provision of this Agreement.

* + 1. Pi Back Offers

Only Stores can promote Listings with Pi Back Offers on the App. Pi Back Offers enable Stores to attract Buyers to their physical premises and reward them with Pi tokens when they purchase the promoted Products in-store. Stores set the amount of Pi that Buyers will receive when they purchase the promoted Product in-store and the total number of Product sales on which the Pi Back will be available.

To use the Pi Back Offer, a Store must authorise the transfer of the total number of Pi that the Store wishes to allocate for the promotion plus the Advertising Fee to the Company. Once the Pi tokens are transferred from the Store to the Company’s wallet, the Company will hold the Pi allocated by the Store for the Pi Back Offer on behalf of the Store and transfer the set amount to a Buyer’s wallet each time a Pi Back Offer is redeemed in accordance with the provisions of this Agreement. Any Pi that remains unused at the end of the promotion may be used by the Store to pay any Advertising Fee for future promotions and/or pay for the subscription fee.

Cancellations and Refunds

A Store may request the Company to terminate a Pi Back Offer at any time, and the Company will immediately end the promotion, but the Store will not be eligible to request a return of any unused Pi held by the Company on behalf of the Store.

* 1. No Guarantee

The Company does not offer any guarantees that any In-App Promotions will result in Product sales or that the Seller/Store will generate any revenue from the use of the App.

# User Content

* 1. All content that is submitted, published, or uploaded on or through the App by Users, including but not limited to Stores, Listings, Messages, and Ratings, forms part of the user content (“User Content”). User Content may contain text, images, graphics, audio, and video content. User Content does not include any content, material, resources, software code, or the like that is created or owned by the Company. Excluding the license you grant the Company under Section 9.3 below, you retain all ownership rights to your User Content.
	2. By uploading, posting, or submitting your User Content on or through the App, you represent and warrant that you are the owner of all your User Content, or you have all rights, licenses, consents, and authority required to upload, post, submit, transmit, display or perform your User Content on the App and grant the rights granted in Section 9.3 below. You further represent and warrant that your User Content: (1) does not infringe or violate any third party’s intellectual property, proprietary, privacy, or publicity rights, and/or (2) does not contain any content that may be defamatory to another person, or (3) does not violate any applicable laws or regulations.
	3. By posting, submitting, transmitting, or displaying, your User Content on the App, you grant the Company and its sub-licensees a worldwide, non-exclusive, irrevocable, perpetual, sub-licensable, transferable, royalty-free, fully-paid license to host, use, copy, publish, translate, publicly display, reproduce, perform, adapt, prepare derivative works from, distribute or modify, in whole or in part, your User Content, your name or likeness, for the purposes of promoting and delivering our App in any format and media now known or developed in the future without any compensation to you. You hereby waive all moral rights in your User Content. You understand and accept that any User Content visible on your public profile, such as your Listings, is deemed non-confidential and will be visible to other Users on the App.
	4. Although we take all reasonable steps to ensure the security of your User Content on the App, including but not limited to performing routine backups of all User Content, you shall be solely responsible for maintaining backups of all your User Content that you wish to access at any time in the present or future. You acknowledge and agree that the Company shall not have any liability for the loss or destruction of your User Content, and you hereby release the Company from all liability arising from or associated with any loss, destruction or misuse of your User Content.
	5. The Company reserves the right to pre-screen, monitor, edit, remove or verify any User Content on the App, but we are not under any legal obligation to do so. Our failure to exercise our rights does not result in a waiver of such rights. The Company will not be responsible for errors, omissions, or inaccuracies in any User Content on the App. Your decision to post, transmit, or display your User Content on the App is entirely at your own risk, and you hereby release the Company from all liability arising out of or associated with your use of any User Content.

# Intellectual Property

* 1. The Company retains all intellectual property rights in the App, including but not limited to any text, graphics, audio-visual content, algorithms, software, processes, tools, documentation, and the like, as updated from time to time (“Company Content”).
	2. All Company Content is subject to trademark, copyright, and other applicable intellectual property laws and international conventions.
	3. Subject to your ongoing compliance with this Agreement and any restrictions applicable to your App account, the Company hereby grants you a limited, personal, non-exclusive, non-transferable, revocable right to access and use the Company Content for your internal business purposes only. Nothing in this Agreement shall be construed as a sale of any Company Content to you. You will not acquire any right, title or interest in or to the Company Content, and the Company reserves all rights that are not expressly granted herein.
	4. You shall not copy, modify, reverse engineer, create derivative work of, disassemble or decompile any Company Content. You agree that you will not remove or otherwise tamper with any proprietary rights notices affixed on any Company Content.
	5. You acknowledge and agree that any use or exploitation of the Company Content in violation of this provision may cause us or our licensors irreparable injury. The Company and its licensors may seek remedy for breach of this provision either in equity or through injunctive or other equitable relief.
	6. Watugot, its logos and its marks are the Company’s trademarks, whether registered or unregistered. Any use of the Company's trademarks for any product/service that is not owned or operated by the Company is expressly prohibited. Any third party's trademarks or service marks on the App are the property of their respective owners, and you may not use such proprietary marks without the owner's express authorisation.

# Copyright Disputes Notice

We do not condone copyright infringement. If your copyrighted content is published, transmitted, or displayed on the App without your authorisation, you are advised to send your copyright infringement notice to info@watugot.net with the following information:

* 1. Identification of the content that is claimed to be infringing your copyrighted works;
	2. Link to the page where such content appears;
	3. Your contact information, including your name, phone number, and email address;
	4. A written and signed statement by you that:
		1. The information provided by you in the copyright infringement notice is accurate; and
		2. Under penalty of perjury, you have the relevant rights and authority to communicate with us regarding the copyright infringement.

# Prohibited Activities

You expressly agree that you will not:

* 1. Use the App for any unlawful purposes;
	2. Use the App in a manner that violates any provision of this Agreement;
	3. Share your account login credentials with any third parties who are not your authorised Users;
	4. Impersonate another person on the App;
	5. Sell, trade, or transfer your App account to another person or entity without our express written authorisation;
	6. Harass or threaten any Company employees, agents or affiliates, or any other User;
	7. Post any unsolicited advertisements, “spam,” or other similar content through the App;
	8. Infringe the copyright, trademark, trade secret, or other intellectual property rights of others, or violate the privacy, publicity, or other personal rights of others;
	9. Attempt to access the App through means other than the interface provided by the Company;
	10. Breach or circumvent any security measures used by the Company to protect the App;
	11. Modify, adapt, translate, or reverse engineer any portion of the App;
	12. Use any robot, site search/retrieval application, or other devices for the purposes of scraping content or to circumvent the technological methods adopted by us to prevent such prohibited use;
	13. Reformat or frame any portion of the web pages without the express written consent of the Company;
	14. Create App accounts under false or fraudulent pretences;
	15. Use the App for the purposes of creating competitive service;

* 1. Introduce or transmit any virus, Trojan horse, worms or other code or software routine of a malicious nature;
	2. Disrupt or otherwise interfere with the proper working of the App and other Users’ use of the App;
	3. Impose an unreasonable or disproportionately large load on our IT infrastructure.

Any violation of this provision will result in the immediate termination of your account.

# Account Termination

This Agreement will remain effective until you or the Company terminates your App account.

* 1. Account termination by the Company

We reserve the right to terminate your account or restrict/suspend your access to the App at any time and for any reason, including:

* + 1. If you breach any provisions of this Agreement;
		2. If you violate any applicable law;
		3. If we receive instruction to terminate your account or access to the App from any competent authority.

You acknowledge and agree that we will not be liable for any loss, damage, or costs incurred by you or another person from any termination or suspension of your account without notice. Where we terminate your account as a result of a breach of this Agreement or for compliance with legal order/requirement, you are strictly forbidden from (1) registering a new account on the App, (2) accessing the App through another User’s account, and (3) accessing the App through any other unauthorised mechanism.

* 1. Account termination by the User

You may request the termination of your account at any time by contacting us at info@watugot.net with the words “Account Termination” in the subject line. Please note that we may require you to verify your identity prior to terminating your account.

* 1. Consequences of account termination

Once your App account has been terminated, you will lose all access to the App. Please note that if you request the termination of your account, all your User Content (in case of Stores any pending Orders) will be purged, and you will not be able to retrieve it after Account Termination. It is solely your responsibility to ensure that you back up any and all data that you wish to access at a later stage before deleting your account.

* 1. Survival

All provisions of this Agreement that by their nature are intended to survive the termination of this Agreement shall survive.

# Acknowledgements

You acknowledge and agree that:

* 1. Your use of the App is at your own discretion and risk. No advice or information, whether oral or written, you obtain from the Company or the App shall create any warranty that is not expressly stated in this Agreement; and
	2. You will be solely responsible for all activities you undertake on the App; and
	3. The Company may add, modify or retire any features and functionality on the App at its sole discretion. In the event the Company modifies or retires any feature and functionality that are included in your current subscription, the Company will notify you of the same, and such change will only become effective from the effective date specified in the notice to you.

# Consumer Laws

If you use the App as a Store or a Seller, and your Buyers are deemed “consumers” by the statutory law in your country of residence, it is solely your responsibility to familiarise yourself with such laws and to comply with them when entering into any Transactions through the App.

# Disclaimer of Warranties

THE APP AND ALL CONTENT AVAILABLE THEREIN ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE AND USAGE OF TRADE.

THE COMPANY DOES NOT OFFER ANY WARRANTIES THAT THE APP OR ANY CONTENT: (A) WILL SATISFY YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, ERROR-FREE, AND SECURE; (C) WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (D) WILL BE ACCURATE, RELIABLE, OR COMPLETE; OR (E) ANY DEFECTS OR ERRORS WILL BE CORRECTED.

THE COMPANY’S DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS (“THE COMPANY AND ITS OFFICERS”) DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY. IN NO EVENT SHALL THE COMPANY OR ITS OFFICERS BE HELD RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE OF THE APP OR ANY USER’S CONDUCT.

# Limitation of Liability

IN NO EVENT SHALL THE COMPANY OR ITS OFFICERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, AND INCIDENTAL DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF DATA OR ANY OTHER SIMILAR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP, YOUR CONDUCT, YOUR RELIANCE UPON ANY USER CONTENT, ANY INTERRUPTION OR CESSATION OF THE APP, EVEN IF THE COMPANY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

THE COMPANY AND ITS OFFICERS’ LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE USE OF THE APP SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY IN THE MONTH WHEN THE CLAIM FIRST AROSE.

SOME JURISDICTIONS DO NOT ALLOW ANY LIMITATIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES; IF YOU ARE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

# Indemnification

You hereby agree to indemnify, defend and hold harmless the Company and its officers against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising out of or in any way connected with your breach of this Agreement, your negligence or willful misconduct, or your violation of applicable law including any data protection laws.

The Company may, at our sole discretion, assume the exclusive defence of any matter otherwise subject to indemnification. You agree that you will not settle any claim without the express written consent of the Company.

# Class Action Waiver

To the maximum extent permitted by law, you and the Company agree to bring any actions, claims, or disputes on an individual basis only, and you will not consolidate or seek class treatment or collective action for any claim. **YOU UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM AGAINST THE COMPANY.**

# Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without any regard to its principles of conflict of laws. The Company and the User hereby agree to submit to the exclusive jurisdiction of the courts of the State of Kerala to resolve any disputes, claims or actions arising out of this Agreement.

# Amendments

We reserve the right to update this Agreement at any time. Where we make any changes to this Agreement, we will update the last modified date on the top. Unless expressly specified otherwise, all amendments shall be effective from the date we publish the updated version on the App. Please note that if we make any amendments that materially impact your rights or obligations under this Agreement, we will also notify you of such changes by email prior to the effective date of such amendments. You are advised to periodically review this Agreement to familiarise yourself with any material changes. Your continued use of the App after the effective date of any amendments shall constitute your acceptance of such amendments. If you do not agree with any amendments to this Agreement, your sole remedy is to cease using the App.

# Relationship

This Agreement shall not create a partnership, employer-employee, joint venture, agent-principal, or other similar relationship between you and the Company. The Company’s relationship with you is that of a service provider and a User. You may not represent that you have any other relations with the Company. Neither the Company nor you have any authority to assume or create any obligation on behalf of the other. You assume full responsibility for the payment of all your tax liabilities and compliance with applicable laws.

# Electronic Communication

When you sign-up for an account, you enter into this Agreement electronically. You understand and agree that all communication between you and the Company is through electronic means.

For the purposes of this Agreement, you expressly consent to receive communications from the Company electronically. Furthermore, you agree that all notices, disclosures, and other communications that the Company provides you electronically will meet any legal requirement that such communication should be in writing.

# Contact us

For any queries or requests, you can write to us at:

Watugot Mobile Applications LLP

Building No. 5/2224,

Vaishnavi Kasaba,

Ashokapuram PO Calicut Kerala 673001

India

Email: info@watugot.net

# Force Majeure

The Company shall not be liable for the failure to perform any of its obligations in this Agreement if such failure is caused by any force majeure event such as war, epidemic, insurrection, terrorist activities, government sanction, embargo, labour dispute, strike, or any interruption or any failure of electricity or server, system, computer, internet or telephone service.