TERMS OF USE

Welcome to Mlympix's Terms of Use

We **M/s Parkinnov Funtech Private Limited**, a private company incorporated and registered in India and having its registered address at B-62 University Marg, Bapu Nagar, Jaipur, Rajasthan – 302015 (hereinafter referred to as "Company ") and is operating its business under the brand name "Mlympix" (hereinafter referred to as "Brand Name"). We have designed an Application under the Brand Name to offer you services of playing online games in this Terms of Us. We enable you to play online games through our mobile application Mlympix (hereinafter referred to as "our Application. This Terms of Use lays down all the terms and conditions Application"). The Application is available on App Store and Play Store. This Terms of Use (hereinafter referred to as "Terms of Use") is our commitment towards your trust and we intend to provide you with the finest Services (defined later) through surrounding the usage of our Application for you and the Company.

Upon usage, registration, or even browsing to our Application creates a contractual relationship between you and the Company through this Terms of Use and other relevant policies, for all contractual, legal, and compliance purposes. This Terms of Use is considered a legally binding agreement and is also considered as an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions about electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. **Definition and Interpretation**

1.1. Definition

- 1.1.1. Applicable Laws shall mean and refer to all the laws, rules, ordinances, by-laws, etc., and amendments thereafter, applicable within the territory of India.
- 1.1.2. Advertisement on Application shall mean and refer to all the third party digital marketing and promotion activities on the Application by Google Play-store/third party advertisement mediation networks.
- 1.1.3. Advertisement Service through the Application shall mean and refer to all the third party digital marketing and promotion activities on the Application by the Company.
- 1.1.4. Content shall mean and refer to all the text, advertisement, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music, artwork, video chat, audio chat and games details.
- 1.1.5 Service shall mean and refer to User access to play the Games through the Website and/or Application.
- 1.1.6 Third Parties shall mean and refer to all the legal entities either individual or entity linked on the Website or Application apart from the Users and the creator of this Website and Application.
- 1.2. Interpretation
 - 1.2.1. Company- For the purposes of this Terms of Use, wherever the context so requires, "*We*", "*Our*", and "*Us*" shall mean and refer to the Company and its owned Application.
 - 1.2.2. Application For the purposes of this Terms of Use, the Application shall be together referred to as the Application, unless specified otherwise in this Terms of Use.

- 1.2.3. User For the purposes of this Terms of Use, wherever the context so requires, *"You"*, *"Your"*, *"Yourself"*, *"User"*, and *"Customer"* shall mean and refer to natural and legal individuals who shall be users of this Application provided by Us and who is competent to enter into binding contracts, as per law.
- 1.2.4. The headings of each section in these Terms of Use are only for the purpose of organizing the various provisions under these Terms of Use in an orderly manner and shall not be used by you to interpret the provisions contained herein in a manner as may apply to you. Further, it is specifically agreed by you that the headings shall not have legal or contractual value on your usage of the Application.
- 1.2.5. The Parties shall refer and mean the Company and User together, for the purpose of interpretation of terms of this Terms of Use.
- 1.2.6. The use of this Application is solely governed by these Terms of Use, Privacy Policy, and any other relevant policies as updated on the Application and any modifications or amendments made thereto by us from time to time, at our sole discretion. If you as a User continue to access and use this Application, you are agreeing to comply with and be bound by the following Terms of Use, Privacy Policy, and any other applicable policies, thereof.
- 1.2.7. You expressly agree and acknowledge that these Terms of Use and Privacy Policy, and any other applicable policies, are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- 1.2.8. You unequivocally agree that these Terms of Use, Privacy Policy, and any other applicable policies, constitute a legally binding agreement between us, and that you shall be subject to the

rules, guidelines, policies, terms, and conditions applicable to your use of the Application, and that the same shall be deemed to be incorporated into these Terms of Use and shall be treated as part and parcel of the same. You acknowledge and agree that no signature or express act is required to make these Terms of Use and the Privacy Policy binding on you and that your act of visiting/browsing any part of the Application constitutes your full and final acceptance of these Terms of Use, Privacy Policy, and any other applicable policies.

1.2.9. We reserve the sole and exclusive right to amend or modify these Terms of Use without any prior permission or intimation to you, and you expressly agree that any such amendments or modifications shall come into effect immediately. If you do not adhere to the changes, you must stop using the Application at once. Your continued use of the Application will signify your acceptance of the changed Terms of Use.

2. Application Overview

The Company owns and operates the Application wherein Users can play multiple Games as available on the Application. The Company keeps updating new Games on the Application, from time to time.

The User can also choose the mode of the Game, they can either play it as solo challenges, one versus one, team, etc., as available for each Game.

3. Services on the Application

The Company has created this Application to enable Users have access to multiple Games at one point having multiple playing mode. And also you are using the Service and the Application at your own risk. To avail of the Services through our Application, the Users need to sign-up on the Application, as per the sets mentioned under this Terms and Use and other relevant policies, as attached on the Application.

The Users can sign-in on this Application through Google sign-up/ Facebook sign-up, as available from time to time.

4. Compliance

This Terms of Use is made in accordance with the provisions of the Information Technology Act, 2000 and the rules thereinunder, along with the amendment from time to time. This Terms of Use is published on the Application in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 and Rule 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that require publishing the Terms of Use and practices for access and usage of any functional Website and Application.

5. Registration

Registration on the Application is mandatory for Users and they can do so through their Google or Facebook Account. The Users can register by providing the following information:

i. Name;

ii. Google, or Facebook Account, or Instagram, or Truecaller(*Mandatory) as available on the Application from time-to-time.

Mlympix also collects data on time spent and activities inside the Application to provide reports and usage analytics. Mlympix also analyses your behavior on the Application.

6. Eligibility

5

- 6.1. You represent and warrant that you are competent and eligible to enter into legally binding agreements and of competent age and that you have the requisite authority to bind yourself/themselves to these Terms of Use as per the Applicable Law. However, if you are a minor using this Application, you may do so with the consent of your legal guardian. All Acts of the minor shall be deemed to be considered as the acts undertaken under the supervision of their legal guardian.
- 6.2. You further represent that you will comply with these Terms of Use and all applicable local, state, national, and international laws, rules, and regulations.
- 6.3. You shall not use the Application if you are not competent to enter into a contract or are disqualified from doing so by any other Applicable Laws, rule, or regulation, currently in force.

8. Content

- 8.1. General: All the Content is generated/provided or based on information provided by the Users or Third Parties. We have no control and make no guarantees regarding the quality, accuracy, integrity, and/or genuineness of such Content or such other information provided on the Application.
- 8.2. All the Content displayed on the Application is subject to copyright It shall not be reused by You (or a Third-Party) without the prior written consent from the Company and the copyright owner.
- 8.3. You are solely responsible for the integrity, authenticity, quality, and/or genuineness of the Content provided by you on the Application, and whilst feedback and comments by You can be made via the Application, we bear no liability whatsoever for any feedback or comments made by the other Users or made in respect of any of the Content on the Application. Further, the Company reserves its right to

suspend the account of any User for an indefinite period to be decided at the discretion of the Company or to terminate the account of any User who is found to have created or shared or submitted any Content or part thereof that is found to be untrue/ inaccurate/ misleading/ offensive/ vulgar. You shall be solely responsible for making good any financial or legal losses incurred through the creation/ sharing/ submission of Content or part thereof that is deemed to be untrue/ inaccurate/ misleading/ offensive/ vulgar.

8.4. You have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Application. You shall not copy, adapt, and modify any Content without written permission from the Company .

9. Indemnity

You agree to indemnify, defend and hold harmless the Us, and our respective directors, officers, employees, and agents (hereinafter collectively referred to as "Parties"), from and against any losses, liabilities, claims, damages, demands, costs, and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant, or agreement made or obligation to be performed according to these Terms of Use. Further, you agree to hold the Company harmless against any claims made by any Third-Party due to/ or arising out of, or in connection with:

- a) Your use of the Application;
- b) Your violation of these Terms of Use;
- c) Your violation of any rights of another Parties, Users, and/or Third-Party;

- d) Your alleged improper conduct according to these Terms of Use; and
- e) Your conduct in connection with the Application.

You agree to fully cooperate in indemnifying the Company at your own expense. You also agree not to settle with any party without the consent of the Company

In no event shall we be liable to compensate you or any Third Party for any special, incidental, indirect, consequential, or punitive damages whatsoever, including those resulting from loss of use, data, or profits, whether or not foreseeable, and whether or not you had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence, or other tortuous action, or any other claim arising out of or in connection with your use of, or access, or availing Services from or materials contained therein on the Application.

10. Limitation of Liability

- 10.1. We are not responsible for any consequences arising out of the following events:
 - 10.1.1. if the Website and/or Application is inoperative/nonresponsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - 10.1.2. if you have fed incorrect information or data or for any deletion of data;
 - 10.1.3. if there is an undue delay or inability to communicate through email;
 - 10.1.4. if there is any deficiency or defect in the Services managed bythe Company ; and

- 10.1.5. if there is a failure in the functioning of any other Service provided by the Company .
- 10.2. The Application accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to you, your belongings, or any Third-Party, resulting from the use or misuse of the Application or any Service provided by the Company through the Application. The Service and any Content or material displayed of the Services are provided without any guarantees, conditions, or warranties as to its accuracy, suitability, completeness, or reliability. We will not be liable to you for the unavailability or failure of the Application.
- 10.3. You are to comply with all Applicable Laws upon you or on your activities, and with all applicable policies, which are hereby incorporated into this Terms of Use by reference.
- 10.4. The Application expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Website and which is incurred by you in connection with the Website, including loss of profits; and any loss or damage incurred by you as a result of your breach of these Terms of Use.
- 10.5. To the fullest extent permitted by law, We shall not be liable to You or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Website.

11. **Term**

11.1. These Terms of Use shall continue to form a valid and binding agreement between us and shall continue to be in full force and effect until you continue to access and use the Websites and/or

Application or are registered on the Website and /or Application or until you ask us to remove your Account, either of these.

- 11.2. You may terminate your use of the Application at any time, as per the process specified under this Terms of Use.
- 11.3. We may terminate these Terms of Use with you and close your account at any time without notice and/or suspend or terminate Your access to the Application at any time and for any reasons, if any discrepancy or legal issue arises.
- 11.4. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.
- 11.5. In the event of any suspicious activities on the Website and/or Application as suspected by the Company, the Company has the sole right to terminate your access and take legal actions against you.
- 11.6 It is also hereby declared that we may discontinue the Services on the Websites and/or Application without any prior notice.
- 12. Termination
 - 12.1. We reserve the right, in its sole discretion, to unilaterally terminate Your access to the Website, or any portion thereof, at any time, without notice or cause.
 - 12.2. We also reserve the universal right to deny access to You, to any/all of are on its Website without any prior notice/explanation to protect the interests of the Website and/or other Users to the Website.
 - 12.3. We reserve the right to limit, deny or create different access to the Website and its features concerning different Users, or to change any of the features or introduce new features without prior notice.

12.4. You shall continue to be bound by these Terms of use, and it is expressly agreed to by You that You shall not have the right to terminate these Terms of Use till the expiry of the same.

13. Communication

By using this Application and providing your identity and contact information to the Company through the Application, you agree and consent to receive emails or SMS from us and/or any of its representatives at any time.

You can report to <u>support@mlympix.com</u> if you find any discrepancy with regard to Application or Content-related information and we will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time taken for investigation.

You expressly agree that notwithstanding anything contained hereinabove, it may be contacted by us relating to any Services availed by you on the Application or anything pursuant thereto and you agree to indemnify us from any harassment claims. It is expressly agreed to by us that any information shared by us shall be governed by the Privacy Policy.

14. User obligations and formal undertakings as to conduct

You agree and acknowledges that you are a restricted user of this Application and you:

14.1. agree to provide genuine credentials during the process whenever required on the Application. You shall not use a fictitious identity. We are not liable if you have provided incorrect information;

- 14.2. agree to ensure the Name, Email address, Phone Number, and any such other information that may be provided and is valid at all times and shall keep your information accurate and up-to-date;
- 14.3. You agree that you are solely responsible for maintaining the confidentiality of your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason;
- 14.4. understand and acknowledge that the data submitted is manually entered into the database of the Application. You also acknowledge the fact that data so entered into the database is for easy and ready reference for you, and to streamline the Services through the Website and/or Application;
- 14.5. authorize the Application to use, store, or otherwise process certain personal information and all published Content, responses, locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes, and for optimisation of User-related options and Services;
- 14.6. understand and agree that, to the fullest extent permissible by law, the Application or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from the use of the Application or this Terms of Use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages;
- 14.7. are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Application. Any

such use/limited use of the Application will only be allowed with the prior express written permission;

- 14.8. agree not to access (or attempt to access) the Application and/or the materials or Services by any means other than through the interface provided by the Application. The use of deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or its Content, or in any way reproduce or circumvent the navigational structure or presentation of the Application, materials or any Content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Application will lead to suspension or termination of your access to the Application. We disclaim any liabilities arising concerning such offensive Content on the Application; and
- 14.9. expressly agree and acknowledge that the Content generated by the Users and displayed on the Application is not owned by the company and that we are in no way responsible for the Content of the same. You may, however, report any offensive or objectionable content, which we may then remove from the Application, at our sole discretion.

You further undertake not to:

- 14.10. engage in any activity that interferes with or disrupts access to the Application or the Services provided therein (or the servers and networks which are connected to the Application);
- 14.11. impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;

- 14.12. probe, scan, or test the vulnerability of the Application or any network connected to the Application, nor breach the security or authentication measures on the Application or any network connected to the Application. The User may not reverse look-up, trace, or seek to trace any information relating to any other User of, or visitor to the Application, or any other viewer of the Application, including any User account maintained on the Application not operated/managed by the User, or exploit the Application or information made available or offered by or through the Application, in any manner;
- 14.13. disrupt or interfere with the security of, or otherwise cause harm to the Application, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Application or any affiliated or linked Application;
- 14.14. use the Application or any material or Content therein for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Application or any other Third-Party(ies);
- 14.15. violate any code of conduct or guideline which may apply for or to any particular Service offered through the Application;
- 14.16. violate any applicable laws, rules, or regulations currently in force within or outside India;
- 14.17. violate any portion of these Terms of Use or the Privacy Policy, including but not limited to any applicable additional terms and conditions of the Application contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- 14.18. commit any act that causes the Company to lose (in whole or in part) the Services of its Internet Establishment ("ISP") or in any manner disrupts the Services of any other supplier/service provider of the Application;

- 14.19. you hereby expressly authorize the Company to disclose any and all information relating to you in our possession to law enforcement or other government officials, as we may in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. You further understand that the Application might be directed to disclose any information (including the identity of persons providing information or materials on the Application) as necessary to satisfy any judicial order, Applicable Law, regulation or valid governmental request;
- 14.20. by indicating your acceptance to use any Services offered through the Application, you are obligated to complete such transactions after making payment. You shall be prohibited from indicating their acceptance to avail Services where the transactions have remained incomplete;
- 14.21. you agree to use the Services provided by the company, our affiliates, consultants and contracted companies, for lawful purposes only;
- 14.22. you agree to provide authentic and true information. We reserve the right to confirm and validate the information and other details provided by you at any point in time. If upon confirmation such details are found to be false, not to be true (wholly or partly), we shall in our sole discretion reject the order and debar you from using the Application without prior intimation whatsoever;
- 14.23. you agree not to post any material on the Application that is defamatory, offensive, obscene, indecent, abusive, or needlessly distressful, or advertising any goods or services. More specifically,

you agree not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:

- 14.23.1. belongs to another person and to which you have no right to;
- 14.23.2. 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;

14.23.3. is in any way harmful to minors;

- 14.23.4. infringes any patent, trademark, copyright or other proprietary rights;
- 14.23.5. violates any Applicable Law for the time being in force;
- 14.23.6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing;
- 14.23.7. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- 14.23.8. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 14.23.9. publish, post, disseminate, any grossly harmful information, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libellous, 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent

representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; and

14.23.10. threatens the unity, integrity, defence, 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 other nation.

15. Suspension of User access and activity

Notwithstanding other legal remedies that may be available, we may in our sole discretion, limit your access and/or activity by immediately removing your access credentials either temporarily or indefinitely, or suspend/terminate your association with the Application, and/or refuse to the usage of the Application, without being required to provide you with notice or cause:

a. if you are in breach of any of these Terms of Use, Privacy Policy, or any other applicable policies;

b. if you have provided wrong, inaccurate, incomplete or incorrect information; and

c. if your actions may cause any harm, damage or loss to the other Users or the company, at our sole discretion.

16. Intellectual Property Rights

Unless expressly agreed to in writing, nothing contained herein shall give you a right to use any of the trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, and other distinctive brand features, save according to the provisions of these Terms of Use that shall be available on the Application. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and

developed by either the Application or such other Third-Party and other distinctive brand features of the Application are the property of the Application or the respective copyright or trademark owner. Furthermore, concerning the Application, we shall be the exclusive owner of all the designs, graphics and the like, related to the Application.

You shall not use any of the Intellectual Property displayed on the Application in any manner that is likely to cause confusion among existing or prospective users of the Application, or that in any manner disparages or discredits the Application, to be determined in the sole discretion.

You are aware all Intellectual Property, including but not limited to copyrights, relating to said Services resides with the owners, and that at no point does any such Intellectual Property stand transferred from the aforementioned creators. You are aware that we merely provide the Application through which you can communicate with other Users and the Application does not own any of the Intellectual Property relating to the independent Content displayed on the Application, apart from created graphics and specified Content.

You are further aware that any reproduction or infringement of the Intellectual Property of the aforementioned owners by you will result in legal action being initiated against you by the respective owners of the Intellectual Property so reproduced/infringed upon. It is agreed to by you that the Contents of this section shall survive even after the termination or expiry of these Terms of Use and/or Privacy Policy.

17. Disclaimer of Warranties and Liabilities

17.1. Mlympix does not guarantee the quality of the Service provided on the Website and/or Application. We also do not guarantee quality of the advertisement or services procured thereafter from such third parties. You undertake to avail all the Service from the Website

and/or Application at your own risk either from Us or from any third party.

- 17.2. You agree that any kind of information, resources, activities, or recommendations obtained/availed from the Application, written or oral, will not create any warranty and we disclaim all liabilities resulting from these.
- 17.3. We do not guarantee that the features and content contained in the Application will be uninterrupted or error-free, or that the Application or its server will be free of viruses or other harmful components, and you hereby expressly accept any associated risks involved with your use of the Application.
- 17.4. Users are not allowed to promote other websites or links that invite other users to go to websites links. Inviting people to social media accounts, competitive sites, will be marked as violations.
- 17.5. Users are requested to not ask for or share personal or company details unless it is directly related to any third party unless they agree to provide such details to avail services from the third party. The User are sharing such information at their sole discretion. Please consult "<u>support@mlympix.com</u>" if you have any questions regarding the same.
- 17.6 . It is further agreed to by you that the contents of this section shall survive even after the termination or expiry of the Terms of Use and/or Privacy Policy.

18. FORCE MAJEURE

We will not be liable for damages for any delay or failure to perform our obligations hereunder if such delay or failure is due to cause beyond our control or without its fault or negligence, due to force majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities

19

sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

19. DISPUTE RESOLUTION AND JURISDICTION

In the event of any dispute arising out of or in connection with this Terms of Use, including any dispute relating to the validity of this Terms of Use, the Parties shall, at first instance, attempt to resolve the dispute by mediation administered by the Centre for Online Resolution of Disputes ("CORD") (<u>www.resolveoncord.com</u>) and conducted in accordance with the CORD Rules of Mediation, by a sole mediator to be appointed by CORD.

In the event the Parties are unable to resolve any such dispute through mediation within 45 days of the initiation of the dispute, subject to a contrary agreement between the Parties, the dispute shall be finally resolved by arbitration administered by CORD and conducted in accordance with the Rules of Arbitration of CORD, by a sole arbitrator to be appointed by CORD. The language of arbitration shall be English. The seat of arbitration shall be **Jaipur**, India.

You expressly agree that the Terms of Use, Privacy Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

20. MISCELLANEOUS PROVISIONS

20.1. Entire Agreement: These Terms of Use, read with the Privacy Policy and Disclaimer form the complete and final contract between us with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written, or otherwise) relating thereto.

- 20.2. Waiver: The failure at any time to require the performance of any provision of these Terms of Use shall in no manner affect our right at a later time to enforce the same. No waiver by us of any breach of these Terms of Use, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms of Use.
- 20.3. Severability: If any provision/clause of these Terms of Use is held to be invalid, illegal, or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms of Use shall in no way be affected or impaired thereby, and each such provision/clause of these Terms of Use shall be valid and enforceable to the fullest extent permitted by Applicable Law. In such case, these Terms of Use shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- 20.4. Contact Us: If you have any questions about these Terms of Use, the practices of the Website, or your experience, you can contact us by emailing us at "<u>support@mlympix.com</u>"

M/s Parkinnov Funtech Private Limited B-62 University Marg, Bapu Nagar, Jaipur, Rajasthan – 302015