



1. End User Licence Agreement

1.1. You agree that by clicking "Sign Up" or by in any other way registering, accessing or using the services of TOMASETTO(the "App") that you are entering into a legally binding contract with TOMASETTO . If you do not agree to this Contract then do not click "Sign Up" (or similar) and do not access or otherwise use any of the Services provided by TOMASETTO .

2. Services

2.1. This Contract applies to Tomasettoindia.com, Tomasettoindia.com branded apps, communications, related sites and any other Services which state that they are offered under this Contract (the "Services"), including the offsite collection of data for those Services, such as our advertisements, the "Sign Up" to TOMASETTO plugins, as well as plugins used to monitor App usage and downloads. Registered users of our Services are "Members" and unregistered users are "Visitors". This Contract applies to both Members and Visitors.

3. TOMASETTO

3.1. You are entering into this Contract with TOMASETTO(also referred to in this Contract as "we", "TOMASETTO " and "us").

3.2. TOMASETTO will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

3.3. As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to the Contract, the privacy policy, and updates.

4. Members and Visitors

4.1. When you register and join the App you become a Member.

5. Changes to contract

5.1. We may make alterations to this Contract, our privacy policy. If we make material changes to the Contract or these policies, we will provide you with notice through our Services, or by other means, to provide you with the opportunity to review the changes before they become effective. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

6. Service Eligibility – Age Restriction

6.1. The App is not be used by anyone under the age of 18 years old.

6.2. In using the App, you agree that you are 18 years old or older, that you will only have one App account which must be in your real legal name and that you have not in any way been restricted by TOMASETTO in using the Services.

6.3. We do not collect or maintain information about anyone under the age of 18 years old.

7. Your Account

7.1. If you hold an account, you are a Member. As a Member you agree to try to choose a secure password, that this password will be kept secret and confidential and you will not transfer any part of your account, whether the connections or content posted on the account. You agree to comply with the law and comply with the App's policies. You are responsible for anything which happens through your account unless you close it or report misuse of your account by a third party operator.

8. Payment

8.1. If you buy any of our paid Services ("Premium Services"), which may or may not be incorporated into the App, you agree to pay us the applicable fees and taxes in accordance with the additional terms specific to the Premium Services. Failure to pay these fees will result in the termination of the provision of the Premium Services. Also, you agree that:

8.1.1. Your purchase may be subject to foreign exchange fees or differences in price based on location.

8.1.2. We may store and continue billing your nominated payment card to avoid interruption in your Services and to use to pay other Services you may buy.

8.1.3. If you purchase a subscription, your payment method will automatically be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.

8.1.4. All of your purchases of Premium Services are subject the App's refund policy.

8.1.5. We may calculate taxes payable by you based on the billing information that you provide us with at the time of purchase.

9. Notifications

9.1. You agree that we will notify you in writing of changes to the Contract or Services, or in relation to any other matter either within the Service or by sending the notification to the contact information which you provided us with. You agree to keep your contact information up to date.

10. Sharing / Posting

Our Services allow posting and the sharing of content in many ways. This includes but not limited to - information in relation to your rank, reviews about places you have visited, photos of your visited places.

11. Your Licence to TOMASETTO

11.1. As between you and TOMASETTO, you own the content and information which you post on the Service and in using the Service you are granting us a non-exclusive licence to use your personal information, content and feedback provided to us.

11.2. The Licence which you grant to us is a worldwide, transferrable and sublicensable right to use, copy, modify, distribute, publish and process both information and content which you

provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

11.2.1. You can end this licence for specific content by deleting said content from the Services or by closing your account except to the extent that you have shared the content with others as part of the Service and they have copied, reshared or stored it. You acknowledge and accept that the licence will continue for the time it takes to remove the content from backup and other systems. This does not extend to anonymized data which will be kept in accordance with the privacy policy.

11.2.2. We have the right without payment to you or others to serve advertisements near your content, information and your social actions which may be visible and included in advertisements, as noted and described in the privacy policy.

11.2.3. We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public" we will enable a feature to allow other Members to embed that public post onto third party services. We will enable search engines to make that publicly posted content findable through their services.

11.2.4. Whilst we may edit and make format changes to your content, such as translating it, modifying the size, layout or file type, we will not modify the meaning of your expression.

11.2.5. You agree that we may access, store, process and distribute any information and personal data that you provide in accordance with the terms of the privacy policy and your choices (including settings).

11.2.6. By submitting feedback or questions regarding the Services, you agree that TOMASETTO can use, and share if it sees fit, feedback for any purpose without compensation to you or any other.

11.2.7. You agree to only provide content which does not, in any way, violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. TOMASETTO may be required by law to remove certain information or content in certain countries.

12. Obligations on User

12.1. By using the App, the User agrees to:

12.1.1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

12.1.2. Provide accurate information to us and keep it updated;

12.1.3. Use your real name on your profile; and

12.1.4. Use the Services in a professional manner.

12.2. You agree that you will not:

12.2.1. Create a false identity on the App, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;

12.2.2. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;

12.2.3. Override any security feature or bypass or circumvent any access controls or use limits of the Service

12.2.4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of TOMASETTO

12.2.5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));

12.2.6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

12.2.7. Violate the intellectual property or other rights of TOMASETTO , including, without limitation, (i) copying or distributing our technology, unless it is released under open source licences; (iii) using the word TOMASETTO or our logos in any business name, email, or URL except as provided in the Brand Guidelines;

12.2.8. Post anything that contains software viruses, worms, or any other harmful code;

12.2.9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;

12.2.10. Imply or state that you are affiliated with or endorsed by TOMASETTO without our express consent;

12.2.11. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without TOMASETTO 's consent;

12.2.12. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without TOMASETTO 's consent;

12.2.13. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;

12.2.14. Monitor the Services' availability, performance or functionality for any competitive purpose;

12.2.15. Engage in "mirroring," or otherwise simulating the appearance or function of the Services;

12.2.16. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services); and/or

12.2.17. Interfere with the operation of, or place an unreasonable load on, the Services.

13. Service Availability

13.1. We reserve the right to change or discontinue any part, or the whole, of our Services. We do not promise to store or keep showing any information or content that you have posted.

13.2. TOMASETTO has no obligation to store, maintain or provide you with any copy of any content or information that you or others provide, other than to the extent as applicable by law.

14. Advertisements

14.1. Some of the advertisers you see on our app/website are selected and delivered by third parties, such as ad networks, advertising agencies, advertisers, and audience segment providers. These third parties may collect information about you and your online activities, either on the site or on other websites, through cookies, web beacons, and other technologies in an effort to understand your interests and deliver to you advertisements that are tailored to your interests.

14.2. The information practices of these third parties are not covered by the End User Licence Agreement.

15. Prohibited language

15.1. You may not post or publish on our Site any materials that are threatening, harassing, misleading, false, libellous, defamatory, obscene, or otherwise unlawful; infringe the intellectual property, privacy, publicity or other rights of any person or entity; or contain a computer virus or any other destructive element. TOMASETTO reserves the right to refuse you permission to post or publish on our site and the right to remove any information, in whole or in part, for any reason or for no reason.

16. Intellectual Property Rights

16.1. TOMASETTO is the owner or the licensee of all intellectual property used in the Services unless expressly stated otherwise. TOMASETTO reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in the Services or the content or information made available through the Services. Trademarks and logos used in connection with the Services are trademarks of their respective owners. TOMASETTO, and any other affiliated company, logos used in the Services are trademarks or registered trademarks of TOMASETTO.

16.2. You may not modify, copy, distribute, transmit, perform, display, prepare derivative works from, transfer, sell, exploit, or otherwise use any content of our Site without our prior express written permission to do so.

17. Automated processing

17.1. We will use the information and data that you provide and that we have about Members to make recommendations for content and features that may be useful to you. Keeping your profile, and other information which we hold about you, accurate and up-to-date helps us to make these recommendations more accurate and relevant.

18. No warranty

18.1. To the extent allowed under law, TOMASETTO and its affiliates disclaim all implied warranties and representations. TOMASETTO does not guarantee that the Services will function without interruption or errors.

18.2. The Service provided by TOMASETTO is offered on an “as is” and “as available” basis.

19. Exclusion and Limitation of Liability

19.1. To the extent permitted under law (and unless TOMASETTO has entered into a separate written agreement that overrides this contract), TOMASETTO and its affiliated companies shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the Services. This is including but not limited to the result of offensive or defamatory statements, any data breaches, down time or loss, use of, or changes to, your information or content.

19.2. This limitation of liability is part of the basis of the bargain between you and TOMASETTO and shall apply to all claims of liability (e.g. warranty, tort, negligence, contract, law) and even if TOMASETTO or its affiliates have been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

20. Termination of Services

20.1. Both you and TOMASETTO may terminate this Contract at any time with written notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

20.1.1. Our rights to use and disclose your feedback;

20.1.2. Our rights to use anonymized data which has been collected;

20.1.3. The provisions included herein in relation to no warranty, exclusion of liability, governing law and dispute resolution, severability clause, Member obligations.

20.1.4. Any amounts owed by either party prior to termination remain owed after termination.

21. Complaints Policy

21.1. We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members. To complain, please send an email {connect@barterasdeal.com} outlining your complaint.

22. Law and Jurisdiction

This Agreement is subject to the laws of India, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services which are being offered under this Agreement. It is agreed between TOMASETTO and the User that any claim or dispute arising out of or in relation to the Contract and/or the Services is subject to the exclusive jurisdiction of the Maharashtra, India.