

TERMS & CONDITIONS

1. GENERAL INFORMATION

1.1 STILL PRODUCTS

These Terms & Conditions (these “Terms”) contain the terms and conditions on which we supply content, products or services listed on www.still.ag (the “Website”), through our applications (the “Apps”) or *via* other delivery methods to you (the Website and such content, products, services and the Apps are collectively referred to herein as the “Product” or “Products”, which may be updated from time-to-time at the sole discretion of Still). Please read these terms and conditions, carefully before ordering any Products from the Website or third party App stores (e.g. the Apple App Store, the Android Play Store, Amazon, etc.). The terms “Still,” “us” or “we” refers to Still Wellbeing Pvt. Ltd. The term “Device” refers to the device which is used to access the Products including but not limited to computers, smart phones and tablets. The term “you” refers to the user of the Products. When you order (“Order”) any Products, or otherwise use or access the Products, you agree to be bound by these Terms and all applicable laws, rules and regulations. You may also be asked to click “I accept” at the appropriate place prior to your purchase of access to the Products. At such time, if you do not click “I accept”, you may not be able to complete such purchase or gain such access. By using the Products, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the Products.

Our contact email address is help@Still.ag. All correspondence to Still including any queries you may have regarding your use of the Products or these Terms should be sent to this contact email address.

1.2 BASIS OF LICENSE

(a) These Terms and the Order set out the whole agreement between you and us for the supply of the Products. In order to participate in certain Products, you may be required to agree to additional terms and conditions; those additional terms are hereby incorporated into

these Terms. Where such terms are inconsistent with these Terms, the additional terms shall control.

(b) Please check that the details in these Terms and on the Order are complete and accurate before you use or commit yourself to purchase the Products. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by an officer of Still.

(c) AS PART OF YOUR USE OF THE PRODUCTS, YOU AGREE TO THE PROCESSING AND STORAGE OF YOUR PERSONAL INFORMATION IN THE REPUBLIC OF INDIA, INCLUDING THE PROCESSING AND STORING OF YOUR PERSONAL INFORMATION IN THE REPUBLIC OF INDIA FOR THE PURPOSES OF PROCESSING PAYMENTS AND TRACKING INDIVIDUAL USE OF THE PRODUCTS. BY USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT THE REPUBLIC OF INDIA MAY NOT HAVE THE SAME LEVEL OF PROTECTIONS FOR YOUR PERSONAL INFORMATION THAT EXISTS IN YOUR COUNTRY OF RESIDENCE, AND YOU NONETHELESS CONSENT TO THE PROCESSING AND STORAGE OF YOUR PERSONAL INFORMATION IN THE REPUBLIC OF INDIA. WE WILL TAKE MEASURES AS REQUIRED TO COMPLY WITH APPLICABLE LAW REGARDING THE TRANSFER, STORAGE AND USE OF CERTAIN PERSONAL INFORMATION.

1.3 CHANGES TO TERMS

Still reserves the right to change or update these Terms, or any other of our policies or practices, at any time, and will notify users by posting such changed or updated Terms on this page. Any changes or updates will be effective immediately upon posting to www.Still.ag. Your continued use of the Products constitutes your agreement to abide by the Terms as changed. Under certain circumstances we may also elect to notify you of changes or updates to our Terms by additional means, such as pop-up or push notifications within the Products or email.

2. MEMBERSHIPS AND SUBSCRIPTIONS

2.1 BECOMING A MEMBER

(a) You may sign up as a registered user of the Products (a “Member”). To become a Member you need to go to the relevant section of the Products, then submit your first name, last name

and email address to us, and create a password to be used in conjunction with that email address. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your Device. You may not register for more than one Member account.

(b) In the course of your use of the Products, you may be asked to provide certain personalized information to us (such information is referred to hereinafter as “User Information”). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Still Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and you agree to keep it up to date.

(c) By registering for a Still account, the Products, you warrant that:

(d) You are legally capable of entering into binding contracts; (ii) All registration information you submit is truthful and accurate; (iii) You will maintain the accuracy of such information; and (iv) Your use of the Products does not violate any applicable law or regulation.

2.2 ONCE A MEMBER

You are responsible for maintaining the confidentiality of your account, password and other User Information and for restricting access to your Device to further help protect such information. You are responsible for updating your User Information.

2.3 USE OF STILL BY MINORS

You must be 18 years of age, or the age of majority in your province, territory or country, to sign up as a registered user of the Products. Individuals under the age of 18, or the applicable age of majority, may view the audiovisual content displayed in the Products only with the involvement and consent of a parent or legal guardian, under such person's account, and otherwise subject to these Terms.

2.4 MEMBERSHIP

As a Still Member you will receive access to certain sections, features and functions of the Products that are not available to non-members. By agreeing to become a Member you may receive occasional special offer, marketing, and survey communication emails with respect to the Product. You can easily unsubscribe from Still commercial emails by following the opt-out instruction in these emails. Still membership accounts and subscriptions are not transferable and therefore you agree to not sell, transfer, or exchange membership accounts or subscriptions in any way or under any circumstance. This expressly applies to any discounted, subsidized, or free accounts or subscriptions.

2.5 SUBSCRIPTIONS

(a) Still account holders may access the Products via a subscription fee-based program, which gives access to all content within the Products. You will only have access while your paid subscription is active and subsisting.

(b) Our “Monthly” subscription is paid in monthly instalments. For each month that your monthly subscription is active, you acknowledge and agree that Still is authorized to charge the same credit card as was used for the initial subscription fee or other payment method as set forth in section 2.5 (the “Payment Method”). The monthly renewal subscription fees will continue to be billed to the Payment Method you provided until cancelled. You must cancel your subscription before it renews in order to avoid billing of the next month’s subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

(c) Our “Yearly” subscription is paid for by an upfront payment with automatic annual renewals. You acknowledge and agree that Still is authorized to charge the Payment Method used for (i) the initial annual subscription fee at the rate secured at the time of purchase, and (ii) the non-discounted renewal subscription fee(s). You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial subscription period.

(d) You agree to promptly notify Still of any changes to the Payment Method you provided while any subscriptions remain outstanding. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by you.

(e) In the course of your use of the Products, Still and its third party payment service provider may receive and implement updated credit card information from your credit card issuer in order to prevent your subscription from being interrupted by an outdated or invalid card. This disbursement of the updated credit card information is provided to Still and Still’s third party payment service provider at the sole election of your credit card issuer. Your credit card issuer may give you the right to opt-out of the update service. Should you desire to do so, please contact your credit card issuer.

(f) Our obligation to provide the Products only comes into being when we take receipt of your Order, and we confirm your purchase to you by email. We shall confirm your Order and send you an email to confirm your access to the subscription purchased. Please quote the

Order number in all subsequent correspondence with us. All prices in Indian Rupee unless otherwise stated. You agree not to hold us responsible for banking charges incurred due to payments on your account. If payment is not received by us from the Payment Method you provided, you agree to pay all amounts due upon demand by us. You agree that you are not permitted to resell any Products purchased through Still for commercial purposes.

2.6 CORPORATE AND OTHER CONSUMER COMMUNITIES

Many consumer communities (corporations, universities, hospitals, etc.) (“Community” or “Communities”) purchase and introduce the Products to their employees and members. In some cases, these Communities may supplement these Terms with their own terms and conditions, which may include additional terms around subscription redemption, usage or supplementary payment for Still Plus access. In such event, these Community terms and conditions shall also apply to your use of the Products. In the event of any conflict with such additional terms and these Terms, the additional terms shall prevail.

2.7 CHANGING FEES AND CHARGES

We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

3. CANCELLATION OF SERVICES

3.1 CANCELLATION BY YOU

(a) You may cancel a Monthly subscription at any time. Cancellation is effective at the end of the applicable monthly period. Please make any such cancellation by visiting [here](#) or emailing help@Still.ag.

(b) You may cancel a Yearly subscription plan at any time. Cancellation is effective at the end of the applicable annual period.

(c) Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, you may cancel your subscription by cancelling automatic renewal of paid In App Subscriptions by selecting Manage App Subscriptions in your iTunes Account settings and selecting the subscription you want to modify. If you purchase a subscription through the Google Play store you may cancel automatic renewals in account settings under

Subscriptions in the Google Play app, or according to the current process outlined by Google Play.

3.2 CANCELLATION BY US

We may suspend or terminate your use of the Products as a result of your fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice. A breach of these Terms, includes without limitation, the unauthorized copying or download of our audio or video content from the Products.

3.3 PROMOTION AND DISCOUNT CODES

Any promotion code or offer (including the Special Discount Pricing Options) provided by us may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Products, except where expressly stated otherwise. Previous users or trial users of the Products do not qualify as new users. No promotion code or discount will apply to corporate or other Community subscriptions. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription purchased.

4. PROHIBITED USE OF THE PRODUCTS

4.1 You agree not to upload, post, email or otherwise send or transmit or introduce any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly with the Products or the Products themselves. You agree not to interfere with the servers or networks underlying or connected to the Products or to violate any of the procedures, policies or regulations of networks connected to the Products. You may not access the Products in an unauthorized manner.

4.2 You agree not to impersonate any other person while using the Products, conduct yourself in an offensive manner while using the Products, or use the Products for any illegal, immoral or harmful purpose.

4.3 By breaching the provisions of this section 4, you may commit a criminal offense under applicable laws. We may report any such breach to the relevant law enforcement authorities and we may cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Products will cease immediately.

4.4 You agree not to use the Products for any purposes related to scientific research, analysis or evaluation of the Products without the express written consent of Still.

5. MATERIALS OFFERED THROUGH THE PRODUCTS

5.1 COPYRIGHT

(a) All materials (including software and content whether downloaded or not) contained in the Products are owned by Still (or our affiliates and/or third party licensors, where applicable), unless indicated otherwise. You agree and acknowledge that the materials are valuable property and that other than any specific and limited license for use of such materials, you shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these Terms, and any other relevant terms and conditions provided to you without our prior written permission.

(b) Audio or video content from Still not explicitly indicated as downloadable may not be downloaded or copied from the Products or any Device.

(c) The Products are not intended for your commercial use. Commercial advertisements, affiliate links, and other forms of solicitation may be removed by us without notice and may result in termination of privileges. You must not use any part of the materials used in or on the Products for commercial purposes without obtaining a written license to do so from us. Material from the Products may not be copied or distributed, or republished, or transmitted in any way, without our prior written consent. Any unauthorized use or violation of these Terms immediately and automatically terminates your right to use the Products and may subject you to legal liability. You agree not to use the Products for illegal purposes (including, without limitation, unlawful, harassing, libellous, invasion of another's privacy, abusive, threatening or obscene purposes) and you agree that you will comply with all laws, rules and regulations related to your use of the Products. Appropriate legal action may be taken for any illegal or unauthorized use of the Products.

(d) You may not otherwise download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials in the Products. If you make other use of the Products, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the Republic of India, as well as other countries and may be subject to liability for

such unauthorized use. Still will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

5.2 TRADEMARKS

Still, the Still logo and all other Still product or service marks are trademarks of Still. All intellectual property, other trademarks, logos, images, product and company names displayed or referred to on or in the Products are the property of their respective owners. Nothing grants you any license or right to use, alter or remove or copy such material. Your misuse of the trademarks displayed on the Products is strictly prohibited. Still will enforce its trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

6. AVAILABILITY OF PRODUCTS

6.1 Although we aim to offer you the best service possible, we make no promise that the Products will meet your requirements and we cannot guarantee that the Products will be fault free. If a fault occurs in the Products, please report it to us at help@Still.ag and we will review your complaint and, where we determine it is appropriate to do so, correct the fault. If the need arises, we may suspend access to the Products while we address the fault. We will not be liable to you if the Products are unavailable for a commercially reasonable period of time.

6.2 Your access to the Products may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Products. We will restore the Products as soon as we reasonably can. In the event that the Products are unavailable, our usual Order and cancellation deadlines apply; please notify us of changes to your Order by emailing help@Still.ag.

7. USER MATERIAL

7.1 The Products may let you submit material to us: for example, you may be able post comments or images in certain functions or features of the Product. In these Terms, we use the term “User Material” to refer to any publicly available material of any kind that you submit to us, including text, files, images, photos, video, sounds and musical or literary works. User Material does not include the account information, Product purchase, or Product use information which you provide in registering for and using Products.

7.2 This section 7 sets out the rights and obligations that each of us have in connection with User Material. If you review or submit User Material, you are agreeing to do so in

accordance with these Terms. If you do not want to review or submit User Material in accordance with these Terms, then you should not do so.

7.3 We do not systematically review User Material submitted by you or other users. We are not responsible for the content of User Material provided by you or any other user. We do not necessarily endorse any opinion contained in such material. We make no warranties or representations, express or implied, about User Material, including as to its legality or accuracy.

7.4 We reserve the right, in our sole discretion, to refuse to post or to remove or edit any of your User Material, or to restrict, suspend, or terminate your access to all or any part of the Products, particularly where User Material breaches this section 7, and we may do this with or without giving you any prior notice.

7.5 We may link User Material or parts of User Material to other material, including material submitted by other users or created by Still or other third parties. We may use User Material for our internal business purposes, for example, to examine trends or categories or to promote, market or advertise Still. You acknowledge that we may indirectly commercially benefit from use of your User Material.

7.6 Each time you submit User Material to us, you represent and warrant to us as follows:

- You own your User Material or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trademark), privacy or publicity rights, rights of confidentiality or rights under contract.
- Your User Material is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense, and does not give rise to civil liability, violate any law, or is otherwise deemed inappropriate.
- Your User Material does not advertise any product or service or solicit any business.
- Your User Material does not identify any individual (including by way or name, address or a still picture or video) under the age of 18 and if User Material identifies any individual over the age of 18, you have that person's consent to being identified in exactly that way in your User Material; and in submitting your User Material you are not impersonating any other person.

- You will not collect email addresses of users for the purpose of sending unsolicited email.
- You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate another user or person.
- You will not engage in any automated use of the system, such as using scripts to alter our content.
- You will not, without authorization, access, tamper with, or use non-public areas of the Products, Still's computer systems, or the technical delivery systems of Still's providers.
- Except as necessary to maintain your own computer security by use of commercial-off-the-shelf anti-virus or anti-malware products, you will not attempt to probe, scan, or test the vulnerability of the Products or any other Still system or network or breach any security or authentication measures.

7.7 We are entitled to identify you to third parties who claim that their rights have been infringed by User Material you have submitted.

7.8 User Material is not considered to be confidential. You agree not to submit any content as User Material in which you have any expectation of privacy. We do not claim any ownership rights in User Material. However, by submitting User Material you hereby grant Still an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the User Material you post on the Products, or any portion thereof, and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such User Material, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. Still may include your User Material in Still's Distribution Content that is made available to others through the Products. Be aware that Still has no control over User Material once it leaves the Products, and it is possible that others may duplicate material found on the Products,

including, but not limited to, on other sites on the Internet. You represent and warrant that you own or otherwise control the rights to your User Material. You agree to indemnify Still and its affiliates for all claims arising from or in connection with any claims to any rights in your User Material or any damages arising from your User Material.

7.9 Any inquiries, feedback, suggestions, ideas, other information which is not part of your use of the Products or User Material that you provide to us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. By transmitting, uploading, posting, e-mailing, or otherwise submitting Submissions to the Products, you grant, and you represent and warrant that you have the right to grant, to Still an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the Submissions, or any portion thereof and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such Submissions, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. You also acknowledge that your Submissions will not be returned to you and that Still has no obligation to acknowledge receipt of or respond to any Submissions. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You agree to indemnify Still and its affiliates for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

8. LINKS TO WEBSITES/HOME PAGE

8.1 We may provide links to other websites or services for you to access. You acknowledge that any access is at your sole discretion and for your information only. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability of, (b) the privacy practices of, (c) the content, advertising, products, goods or other materials or resources on or available from, or (d) the use to which others make of these other websites or services. We are also not responsible for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.

8.2 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Products must not be framed on any other website, nor may you create a link to any part of the Products unless you have written permission to do so from Still. We reserve the right to withdraw linking permission with written notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy. If you wish to make any use of material on or in the Products other than that set out above, please address your request to help@Still.ag.

9. PRODUCTS DISCLAIMER

The information contained in the Products is for general information purposes only. While we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Products or the information contained on the Products for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

10. MEDICAL DISCLAIMER

10.1 Still is a provider of online content in the health & wellness space. We are not a health care or medical device provider, nor should our Products be considered medical advice. Only your physician or other health care provider can do that.

10.2 Any advice or other materials in the Products are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical advice based on your individual condition and circumstances. The advice and other materials we make available are intended to support the relationship between you and your healthcare providers and not replace it. We are not liable or responsible for any consequences of your having read or been told about such advice or other materials as you assume full responsibility for your decisions and actions. In particular, to the fullest extent permitted by law, we make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the advice, other materials and information published as part of the Products.

11. END USER LICENSE

11.1 Subject to the terms of this license agreement (“License Agreement”), as set out in this section 11, and these other Terms, and your payment of applicable subscription fees, Still grants you a limited, non-exclusive, revocable license to stream, download and make personal non-commercial use of the Products.

11.2 The Products contain or embody copyrighted material, proprietary material or other intellectual property of Still or its licensors. All right, title and ownership in the Products remain with Still or its licensors, as applicable. The rights to download and use the Products are licensed to you and are not being sold to you, and you have no rights in them other than to use them in accordance with this License Agreement and our other Terms.

11.3 You agree that you will not and you will not assist or permit any third party to:

- Copy, store, reproduce, transmit, modify, alter, reverse-engineer, emulate, de-compile, or disassemble the Products in any way, or create derivative works of the Products;
- Use the Products or any part of them to create any tool or software product that can be used to create software applications of any nature whatsoever;
- Rent, lease, loan, make available to the public, sell or distribute the Products in whole or in part;
- Tamper with the Products or circumvent any technology used by Still or its licensors to protect any content accessible through the Products;
- Circumvent any territorial restrictions applied to the Products; or
- Use the Products in a way that violates this License Agreement or the other Terms.

11.4 You may not make the Products available to the public. The Products made available (in whole or in part) are owned by Still or its licensors and your use of them must be in accordance with these Terms.

12. GENERAL TERMS AND CONDITIONS

12.1 ASSIGNMENT BY US

Still may transfer its rights and obligations under these Terms to any company, firm or person at any time if it does not materially affect your rights under it. You may not transfer your

rights or obligations under these Terms to anyone else. These Terms are personal to you and no third party is entitled to benefit under these Terms except as set out here.

12.2 INDEMNITY BY YOU

You agree to defend, indemnify and hold Still and its directors, officers, members, investors, managers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (i) your negligent, reckless, or willful misuse of the Products, (ii) your placement or transmission of any message, content, information, software, or other submissions through the Products, (iii) any third-party claims of bodily injury, death, or damage to real or tangible personal property caused by your negligent or more culpable acts or omissions related to your use of the Products; or (iv) your breach or violation of the law or of these Terms. Still reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Still's defence of such claim.

12.3 WARRANTIES AND LIMITATIONS

(a) We warrant to you that any Product purchased from us will, on delivery, conform in all material respects with its description and be of reasonably satisfactory quality.

(b) We warrant that we will use reasonable skill and care in making the Products available to you during your subscription.

(c) Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall Still be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products, unless caused by Still's gross negligence, recklessness, or wilful misconduct.

(d) The Products and their content are otherwise provided on an "as is" basis and we make no representations or warranties of any kind with respect to them, including as to the accuracy, completeness or currency of the Products or their content. We assume no liability or responsibility for any errors or omissions in the content of the Products, or any failures, delays, or interruptions in the provision of the Products. We disclaim and exclude any express or implied warranties or representations, including any warranties as to merchantability or fitness for a particular purpose of the Products to the broadest extent permitted by law. We make no warranties or representations, express or implied, as to the timeliness, accuracy,

quality, completeness or existence of the content and information posted on the Products. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Products. We make no warranties or representations that your use of content and information posted on the Products will not infringe rights of third parties.

12.4 NO WAIVER

If we delay exercising or fail to exercise or enforce any right available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms.

12.5 FORCE MAJEURE

We will not be liable to you for any lack of performance, or the unavailability or failure, of the Products, or for any failure or delay by us to comply with these Terms, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

12.6 INTERPRETATION

In these Terms, unless the context requires otherwise: (i) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and (ii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

12.7 ELECTRONIC COMMUNICATIONS

(a) When using the Products, you agree to transact with us electronically, and that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Products. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

(b) You can also contact us via email at help@Still.ag to unsubscribe from further communications. Unsubscribing from communication may impact your ability to use the Products.

(c) We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide

electronic communications. We will provide you with notice of any such termination or change as required by law.

12.8 NOTICES

Unless otherwise specifically indicated, all notices given by you to us must be given to Still at help@Still.ag. We may give notice to you at the e-mail address you provide to us when you register. Notice will be deemed received and properly served immediately when posted on the Products or when an e-mail or other electronic communication is sent. In proving the service of any notice via email, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.

12.9 ENTIRE AGREEMENT

These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to their subject matter. We each acknowledge that neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract. Nothing in this section limits or excludes any liability for fraud.

12.10 LIMITATION OF STILL'S LIABILITY

(a) We will use reasonable endeavours to remedy faults in the Products. If we fail to comply with these Terms, your sole and exclusive remedies and our entire obligation and liability to you will in no circumstances exceed the actual amount paid by you for the Products in question. In addition, we will not be liable for:

- Faulty operation of computers during the registration process or during completion of a subscription or during the transmission of any data and/or for incorrect or overly slow transmission of data by the internet provider and/or any damage that occurs due to information submitted by you not being received by us or not being received promptly or not being considered, as a consequence of technical faults with our software or hardware (whether or not they are within or outside of our control).

- Any loss or damage due to viruses or other malicious software that may infect your Device, computer equipment, software, data or other property caused by you accessing, using or downloading from the Products, or from transmissions via emails or attachments received from us.
- Any use of websites linked to the Products but operated by third parties.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, STILL AND ITS AFFILIATES, SUPPLIERS, CLIENTS OR LICENSORS (COLLECTIVELY, THE “PROTECTED ENTITIES”) SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PRODUCTS OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE PRODUCTS, OR LOST BUSINESS OR LOST SALES, OR ANY ERRORS, VIRUSES OR BUGS CONTAINED IN THE PRODUCTS, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON OR THROUGHOUT THE PRODUCTS. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, THE ACTUAL AMOUNT, IF ANY, PAID BY YOU TO STILL FOR YOUR USE OF THE PRODUCTS IN QUESTION.

(c) Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall Still be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products.

12.11 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. The courts of New Delhi shall have exclusive jurisdiction to try any disputes arising out of this Agreement.

12.12 SEVERABILITY

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.