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TERMS AND CONDITIONS

Please read the following terms and conditions carefully

1. GENERAL TERMS AND CONDITIONS

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You also acknowledge and agree that we may modify this Agreement at any time, at our sole discretion; that all modifications to this Agreement will be effective immediately upon our posting of the modifications on the Mobile App; and that you will review this Agreement each time you access this site, so that you are aware of and agree to any and all modifications made to this Agreement. Your use of the Mobile App after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions. You also acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this Mobile App and our online activities and does not apply to any of our offline activities. If you access the Mobile App, you shall be subject to the policies that are applicable to the Mobile App as on date. By mere use of the Mobile App, you shall be contracting with RPG Foundation and these terms and conditions including the policies constitute your binding obligations, with RPGF.

You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize the benefits of the Mobile App, they shall do so only with the involvement & guidance of their parents and / or legal guardians, under such Parent /Legal guardian's registered account.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a user of the Mobile App by providing Registration Data while registering on the Mobile App as Registered User using the computer systems and/or mobile phones. The Mobile App, Amble, a heritage walks mobile application in partnership with the Maharashtra

Tourism Development Corporation (MTDC), aims at facilitating accessibility of our heritage. The Mobile App exhibits information on self-guided walking routes and Augmented Reality experiences in and around Mumbai. The term "We", "Us", "Our" shall mean RPG Foundation.

2. GENERAL CONTENTS

"Content" means anything that you may see, read, hear, upload, download or access on or via the Mobile App (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject matter on the Mobile App.

2.1. Self-guided walking routes and Augmented Reality (AR) experience

2.1.1. The Mobile App provides a range of self-guided walks within Mumbai with the aim of making cultural and heritage tourism of Mumbai accessible to all

2.1.2. Each walking route comprises of around 8-15 points of interest whose historic and cultural significance has been explained

2.1.3. The description is based on extensive research and we do not warrant the accuracy of the content

2.1.4. The Mobile App also features Augmented Reality (AR) experiences for some and not all walks

2.1.5. The content as well as the AR experience does not intend to disrespect, impair, or disparage the beliefs, feelings, sentiments of any person(s), community(ies), culture(s), practice(s) and tradition(s)

2.2. We attempt to keep the Content of the Mobile App up to date. You acknowledge that the Content on the Mobile App is subject to change at any time. Further, you also acknowledge that the underlying infrastructure and/or technology supporting the Mobile App is subject to change at any time.

2.3. The views which are expressed by members of the public who have uploaded Content to the Mobile App are not our views, and we accept no liability in respect of any Content posted on the Mobile App by third parties, nor are we responsible for its content or accuracy. Any reliance you place on Content posted on the Mobile App is at your own risk.

2.4. If you consider any Content that has been posted to the Mobile App is offensive, unsuitable or has in some other way breached these Terms and Conditions, please email us at digital.assets@rpgf.in with a link to the relevant Content and your reasons for objecting to it. We will consider your objection and determine whether the Content should be removed at our sole discretion.

3. PERSONAL INFORMATION COLLECTED

3.1. When registering on the Mobile App, you may be asked to enter the following details to help you with your experience:

- Full name
 - Year of birth
 - Gender
 - Contact details such as phone number, email address
 - Your preferences on tour/heritage walks
 - Recommendations on making the application more effective and efficient
 - Other data collected that could directly or indirectly identify you
- 3.2. We collect information from you when you fill out a form or enter information on the Mobile App. Information pertaining to preferences and recommendations for improvement may be collected while you use our services.
- 3.3. We may use the information we collect from you when you register or sign up for our services, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:
- 3.3.1. To follow up after correspondence (live chat, email or phone inquiries)
 - 3.3.2. Respond to your queries or questions
 - 3.3.3. To allow us to deliver the type of content and product offerings in which you are most interested
 - 3.3.4. Measure interest in and improve our services to better serve you
 - 3.3.5. To allow you to subscribe to our newsletter
 - 3.3.6. From time to time, we may offer special promotions (such as a contest or a free subscription to goods and services) on the application in association with a third-party service provider, sponsor or promotional partner. With your consent, we may share your information with that third party service provider, sponsor or promotional partner so that it can offer you other special promotions
- 3.4. Protection of Information
- 3.4.1. We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.
 - 3.4.2. Personal information, if any submitted by user of this Mobile App is primarily used to utilize the services and RPG does not sell, rent, or share such personal information to any third party or nonaffiliated company.
 - 3.4.3. To the extent required or permitted by law, we may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
 - 3.4.4. In addition, we may have collected similar information from you in the past. By entering this Mobile App you are consenting to the terms of our information privacy policy and to our continued use of previously

collected information. By submitting your personal information to us, you will be treated as having given your permission for the processing of your personal data as set out in this policy.

4. INDEMNITY

- 4.1. By accepting these User Terms, you agree that you shall defend, indemnify and hold the Company, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:
- a. your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein;
 - b. your violation of any rights of any third party, including Service Providers arranged via the Application, or
 - c. your use or misuse of the Mobile App.

5. LIABILITY

- 5.1. The content, information and recommendations provided to you on or through the Mobile App is for general information purposes only and does not constitute any advice. The Company will reasonably keep the Mobile App, and its contents correct and up to date but does not guarantee that (the contents of) the Mobile App are free of errors, defects, malware and viruses or that the Mobile App are correct, up to date and accurate in all means.
- 5.2. This Mobile App is provided on an "as is" and "where-is" basis, without any warranty. Amble, for itself and any third-party providing materials, services, or content to this App, makes no representations or warranties, either express, implied, statutory or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, with respect to the Mobile App, the information or any products or services to which the information refers.
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7. PRIVACY POLICY

- 7.1. Personal information, if any submitted by user of this Mobile App is primarily used to provide the requested service to the user and RPG does not sell, rent or share such personal information to any third party or non-affiliated company.
- 7.2. We at RPGF respect the privacy of everyone who visits this Mobile App and are committed to maintain the privacy and security of the personal information of all visitors to this Mobile App. Our policy on the collection and use of personal information and other information is outlined above.

8. SECURITY

- 8.1. The RPGF has invested to ensure safety and security against unwarranted invasion of users' personal information and implemented technology and policies, with the objective of protecting your privacy from unauthorised access and improper use and thus, periodically review the same.

9. MISCELLANEOUS

- 9.1. RPGF does not routinely monitor your postings to the Mobile App but reserves the right to do so. However, in our efforts to promote good citizenship within the Internet community, if the Company becomes aware of inappropriate use of the Mobile App or any of its features, the Company will respond in any way that, in its sole discretion, as the Company deems fit and appropriate.
- 9.2. You acknowledge that Mobile App/ Company will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, the company will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.
- 9.3. You alone are responsible for your actions or the actions of any person using your username and/or password. As such, you shall indemnify and hold the Company (Mobile App) and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation, or the rights of any third party.
- 9.4. The Mobile App reserves the right to terminate access to this App at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.
- 9.5. The Mobile App may change the terms and conditions and disclaimer set out above from time to time. By browsing this portal, you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these each time you revisit the Site.

9.6. RPGF may, at its own discretion, change the format and content of this App at any time. RPGF may suspend the operation of this App for support or maintenance work, in order to update the content or for any other reason