

# Terms & Conditions

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These terms and conditions of use (“**Terms**”) along with privacy policy (“**Privacy Policy**”) forms a legally binding agreement (“**Agreement**”) between You and Us (“**Alkraj Developers Pvt Ltd.**”, “**Cruxx**”, “**Our**”, “**We**”).

Hence, We insist that You spend time reading these Terms and Privacy Policy and let Us know at [admin@alkraj.com](mailto:admin@alkraj.com) if You have any questions regarding the same. We will try our best to answer Your queries.

## A. DEFINITIONS AND INTERPRETATION

1. Capitalized terms, not defined elsewhere in this Agreement, shall mean as follows

a) “**App**” means the Cruxx mobile platform downloadable from Google Play/AppStore, and owned by Us, including any updates thereof.

(b) “**AppStore**” means the service provided by Apple Inc. and/or its affiliates, a third -party, through which You may use in order to download the App.

(c) “**AppStore Termsand Conditions**” means terms and conditions that apply to the use of AppStore platform and as available at <https://www.apple.com/legal/internet-services/itunes/us/terms.html>.

(d) “**Google Play**” means the service provided by Google Ireland Limited, a third party, and/or its affiliates, which You may use in order to download the App.

e) “**Google Play Terms of Service**” means terms of service that apply to the use of Google Play and available at <https://play.google.com/about/play-terms.html>.

f) “**Sponsored Content**” means content distinct from other regular editorial content displayed on the App, in the form of audio, video, text and/or image media which supports a third party Person’s brand message or views that is readily identifiable upfront through distinct and distinguishable font, colour, display schemes and/or usage of disclaiming words other than those used for regular editorial content (such as “**Ad**”, “**Powered by**”, “**Sponsored by**”, “**With**”, “**Advertorial**” and such other phrase of like meaning).

(g) “**User**” or “**You**” or “**Your**” refers to a person who has accepted this Agreement in order to “download and use the App”.

2.Any reference to the singular includes a reference to the plural and vice versa, and any reference to one gender includes a reference to other gender(s), unless explicitly provided for.

3.Headings and captions are used for convenience only and not for interpretation of the Agreement.

4. Any reference to a natural person shall, include his/her heirs, executors and permitted assignees and any reference to a juristic person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

## B. YOUR APPROVAL

1. You approve of and accept the Agreement by:

(a) downloading and/or installing the App on Your device; or

(b) accessing or using the App or any of the content available within the App from any device.

2. You can accept the Agreement only if:

(a) You are a natural person of the legal age to consent in your jurisdiction and of sound mind to form a binding contract with Cruxx pursuant to Your use of the App; or

(b) You are a juristic Person, lawfully existing that has all the authorizations, permits and allowances to enter into this Agreement and form a binding contract; and

(c) You are not legally barred under applicable laws from using the App.

3. You understand that We want You to not use the App if You do not understand, approve of or accept Agreement in their entirety. Hence, You are requested to read these Terms and Privacy Policy carefully and understand the Agreement before You accept it and agree to be bound by them.

## C. PROVISION OF THE APP

1. The App is designed to provide You an in-app browsing experience through an embedded browser. The App summarizes third party content within one platform for easy access by You and for assisting You to find corresponding content of Your interest. The App does not host, display or transmit any content owned by third parties on its servers, unless We either have a license to host, display or transmit over such content or are otherwise permitted under the applicable laws to do the same. When You read a summary, You will be provided with a link to one of the online sources of such summary. If You chose to access such a link, You acknowledge and accept that you are leaving the App and We shall have no liability, obligation or responsibility for any data breaches or damages arising herewith from Your use of such online sources on third party sites. You agree and acknowledge that Cruxx is only an intermediary and that the App does not provide any content of its own accord and Cruxx is not responsible or liable for the content or accuracy of the summary of content that may be accessed by You through the App.

2. The App may include links to other mobile applications and/or websites (some of which may be automated search results) which may contain materials that are objectionable, unlawful, or inaccurate. We do not endorse or support these links or the products and services they provide; these links are provided for Your convenience only. We are not responsible or liable for the content or accuracy of such links.

3. In order to access the App, You have to register as a User by providing prescribed information which will be governed by our Privacy Policy.

4. You agree and acknowledge that certain Sponsored Content may be placed on, about, or in conjunction with the other content within the App.

5. You agree and acknowledge to the following representations at all times while using the App:

- a) Any information that You provide is true, accurate, complete and updated;
- b) You will only use the content of the App for non-commercial and personal purpose;
- c) You will not use the App or any content provided thereof for any purpose that is illegal, unlawful or prohibited by this Agreement;
- d) You will not copy, reproduce, alter, modify, create derivative works of, or publicly display any content displayed on the App; and
- e) You will not confer any of Your rights to any third parties.

6. You agree that if You are a content provider, and there are links to Your content shared on the App, You will provide such information as may be required under applicable laws to relevant government authorities, including but not limited to details of Your registered user account on the App products, and any other information that may be requested from You.

7. You acknowledge that We will not be liable for the accuracy, validity or authenticity of any information disclosed by You in furtherance of Your obligations under applicable laws, including in response to any requests from relevant government authorities.

8. We may stop provision of the App (or any part of the App), permanently or temporarily, to You or to users generally or may modify or change the nature of the App and/or these Terms at Our sole discretion, without any prior notice to You. Your use of the App following any such modification constitutes Your deemed acceptance to be bound by any and all the Agreement (or as it may be modified).

#### D. YOUR AGREEMENT WITH CRUXX

1. A violation of any provisions of this Agreement may result in a legal liability upon You and that nothing in these Agreement should be construed to confer any rights to any third party. You are responsible for Your conduct and activities while using the App, and for any consequences thereof.

2. If any provision of the Agreement is found to be unenforceable under the applicable law, it will not affect the validity and enforceability of the other provisions of this Agreement. Such unenforceable provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision.

3. We may choose to not act with respect to a breach of this Agreement by You or others but this does not preclude our legal right against You with respect to subsequent similar breaches. Our failure to exercise or enforce any provision of this Agreement shall not constitute a waiver of such right or provision.

#### E. USING THE APP

1. You will download and install the App from Google Play/App Store for using it. You will also download and update the relevant latest versions of the App and any relevant updates provided by Us to avail continued access to the App.

2. You will use the App only for such purposes as is permitted by (a) this Agreement; and (b) any law, regulation or generally accepted practices or guidelines applicable in the country of which You are a citizen, in which You are a resident or from where You use the App.

3. For any content you create using the App, You grant Us a limited, non-exclusive, transferable, assignable license to use the same in accordance with the terms and conditions, privacy policy, content regulation policy, any other policy of Us and any agreement executed by You and Us, and such a license/agreement will include Our right to sub-license.

4. For Your use of the App, Cruxx grants You a limited, non-exclusive, non-transferable right to install and use the App on Your android device. However, You shall not copy the App or any of its components, except for the purpose of making a single archival back up copy.

5. Cruxx also grants You a non-exclusive, non-transferable license to access such content on the App which is owned by Cruxx. For using any content owned by a third party, You still require a license from such third party, We don't license such content to You and Your use of content owned by a third party is governed by applicable terms and conditions prescribed by such third party.

## F. RESTRICTIONS ON YOUR USE

1. You agree and acknowledge that You will not host, display, upload, modify, publish, transmit, update or share any information that —

(a) belongs to another person and to which the User does not have any right;

(b) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

(c) is harmful to child;

(d) infringes any patent, trademark, copyright or other proprietary rights;

(e) violates any law for the time being in force;

(f) deceives or misleads the addressee about the origin of the message or knowingly or intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

(g) impersonates another person;

(h) 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 cognisable offence or prevents investigation of any offence or is insulting other nation;

(i) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

(j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or

(k) is in the nature of any material which exposes the private area of such individual, shows such individual in full or partial nudity or shows or depicts such individual in any sexual act or conduct,

or is in the nature of impersonation in an electronic form, including artificially morphed images of such individual.

2. You will not access (or attempt to access) the content provided through the App by any means other than through the App, unless You have been specifically allowed to do so in a separate written agreement with Cruxx.

3. You will not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the App or any component or content thereof, available to third parties.

4. You will not circumvent or disable any digital rights management, usage rules, or other security features of App; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the App; and not use the App in a manner that threatens the integrity, performance, or availability of the App.

5. You will not attempt to or engage in any activity that may:

(a) reverse engineer, decompile or otherwise extract the source code related to the App or any part thereof, unless it is expressly permitted by Cruxx to You in writing or is required by the applicable law;

(b) use any robot, spider, retrieval application, or other device to retrieve or index any portion of the App or content thereof;

(c) collect information about users of the App for any illegal or unlawful purpose;

(d) create any user accounts by automated means or under false or fraudulent pretenses for using the App;

(e) transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the App;

(f) use the App in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the App, or interfere with any other Users' use and enjoyment of the App;

(g) carry out any denial of service (DoS, DDoS) or any other harmful attacks on the App or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the App or any part of the App or any user of the App;

(h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the App; or obtain any materials or information through any means not intentionally made available, in the opinion of Cruxx, through the App.

6. You will not impersonate another person or impersonate, guide or host on behalf of, or falsely state or otherwise misrepresent Your affiliation with any person or entity, including, but not limited to Our officials, employees, agents, partners, affiliates, dealers and franchisees.

## G. REPORTING VIOLATIONS AND CONTENT TAKEDOWN

1. You can report any violation of these Terms by writing to Mr. Amit Kumar, Grievance Officer at [admin@alkraj.com](mailto:admin@alkraj.com) and we will endeavor to address Your concern within 15 days.

2. If You find any content on the App which falls under any of the prohibited categories of content listed in section F (1) above, You can inform us of such a violation of these Terms by writing to Us at [admin@alkraj.com](mailto:admin@alkraj.com) with
  - (a) a screenshot or sharing the link of the infringing post; and
  - (b) Your reasons for objecting to such content.
3. Your reports of violation of these Terms will be received and acknowledged within 24 hours by Our Grievance Officer,
4. We will respond to Your reports of violations no later than 15 days by:
  - (a) Taking down such violating content; or
  - (b) Suspending/blocking of the violating user's account; or
  - (c) Terminating of the violating users' access to the App.
5. We will respond with the above actions within 24 hours if Your reports relate to violation of section F(1) (k) of these Terms.
6. Our Team's assessment of any complaints relating to content shared on the App will be limited to whether such content violates these Terms or Our own internal policies and guidelines. Such a decision will be final and binding as regards content on the App. We do not undertake any legal analysis or judgement on the nature of reported content.
7. If You have any objections against any action taken by Us pursuant to clause G(4) above, You can inform us of Your reasons for such objections by writing to Us [admin@alkraj.com](mailto:admin@alkraj.com).
8. We will review Your objections, and reserve the right to modify/retain our decision on any complaint against content shared on the App.

## H. TERMINATION

1. Your access to the App may be terminated if:
    - (a) You voluntarily uninstall the App from Your device;
    - (b) You knowingly or unknowingly cause direct or indirect breach, as ascertained by Cruxx, of this Agreement as a whole or in part or any applicable laws.
    - (c) We are required to do so by law (for example, where the access to and/or provision of the App to You becomes, unlawful);
    - (d) The third party, if any, with whom We offered the App to You has terminated its relationship with Us or ceased to offer the related services to Us or to You;
    - (e) The provision of App to You is no longer commercially viable or feasible for Us; or
- Cruxx may terminate Your usage of the App at any time, with or without notice and may procure disabling Your access to the App and/or barring You from any future use of the App.

2. You may terminate your agreement with Cruxx at any time by terminating Your access to the App. However, Your certain obligations under this Agreement shall continue to prevail even on such termination.

3. When your agreement with Cruxx comes to an end, all of the legal rights, obligations and liabilities that You and Cruxx have benefited from arising out of or in connection with this Agreement, or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations and liabilities indefinitely.

## I. INTELLECTUAL PROPERTY

1. Your use of the App is, and at all times shall be, governed by and subject to the laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by Your use of the App through Your device.

2. Cruxx owns and retains all the intellectual property rights to the summarized content made available to You through the App by Cruxx but does not claim ownership rights to the original sources of information, which are instead held by the sites to which the App may link You.

3. All trademarks, brands and service marks of the App are the property of Cruxx only. Cruxx owns all of the copyrights and database in relation to the App. The content included on this website, including, but not limited to the Cruxx tests, reports, text, graphics, logos, icons, and images is the exclusive property of Cruxx and other respective owners that have granted Cruxx the right and license to use such property and is protected by Indian and international copyright laws. All trademarks, service marks, and trade names are proprietary to Cruxx or other respective owners that have granted Cruxx the right and license to use such marks.

4. The App and any underlying technology or software used in connection with the App may contain rights of Cruxx or its affiliates or any third party. For use of any third party's intellectual property, You may need to get permission directly from the owner of the intellectual property.

5. Any intellectual property which is not specifically mentioned to be owned by Inshorts is owned by their respective owners and the owners have a right to take appropriate actions against You for any violation, infringement or passing off.

6. Cruxx respects the intellectual property rights of others and does not hold any responsibility for any violations of any intellectual property rights by You.

## J. PRIVACY

1. Our Privacy Policy explains how We treat Your personal data and protect Your privacy when You use the App. By using the App, You agree that We can use such data according to Privacy Policy.

2. You are responsible for maintaining the confidentiality of passwords associated with any device You use to access the App. Accordingly, You are solely responsible for all activities that occur with

Your device. If You become aware of any unauthorized use of Your device, You will notify the relevant authorities as soon as possible.

#### K. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. Your use of the App or any content available thereof is entirely at Your own risk and We shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to Your use of theApp.

2. You may terminate Your access to the App if You are not satisfied with theApp.

3. You shall defend, indemnify and hold Cruxx, and its officers, directors, employees, representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from

(a) Your use of the App; or

(b) Your breach of any rules, regulations and/or orders under any applicable law.

4. You are also responsible for any breach of Your obligations under the Agreement and/or for the consequences of any such breach.

#### L. NO WARRANTIES

1. We shall make our best efforts to make the App available to You in the best possible manner. However, We disclaim all warranties in relation to theApp, whether express or implied, including but not limited to:

(a) the App being constantly available or available at all;

(b) installation or un-installation choices in relation to the App being successfully executed in all cases;

(c) that App will always function without disruptions, delay or errors;

d) Your personal ability to use the App;

(e) Your satisfaction with the use of the App;

(f) the accuracy of the data provided by the App;

(g) the security and privacy of Your data;

(h) that all bugs or errors in relation to the App will be corrected;

(i) that the App will be compatible with all devices and all networks;

(j) that the App is fit for a particular purpose or use;or

(k) that the App and the contents thereof are accessible in every location.



2. Cruxx, its officers, directors, employees, affiliates and agents and any other service provider responsible for providing access to the App in connection with this Agreement will not be liable for any acts or omissions, including of a third party, and including those vendors participating in Cruxx' offerings made to You, or for any unauthorized interception of data or breaches of this Agreement attributable in part to the acts or omissions of third parties, or for damages associated with Cruxx, or equipment that it does not furnish, or for damages that result from the operation systems, equipment, facilities or services provided by third parties that are interconnected with Cruxx.

## M. GOVERNING LAW AND DISPUTE RESOLUTION

1. The App may be controlled and operated through any country and may be subject to the laws of that country in which they are controlled and operated. If You use the App from any location, then, You are responsible for compliance with the local laws applicable to You.

2. This Agreement shall be governed by and shall be construed in accordance with the laws of Singapore.

3. In the event of any dispute or difference between the You and Us ("**Dispute**"), then such Dispute shall first be resolved amicably through good faith negotiations by You and Us. In the event that a resolution of the Dispute is not achieved within 30 (thirty) days from the date such Dispute arises, as notified in writing by any party to the other party, then any of the parties to the Dispute, shall have the right to refer such Dispute to arbitration by issuing a written notice ("**Arbitration Notice**") for final resolution in accordance with the provisions of this clause M(3).

4. Upon the issuance of an Arbitration Notice, the Dispute shall be referred to a single arbitrator mutually appointed by the parties. If an arbitrator is not appointed within 30 (thirty) days of the Arbitration Notice, either party may refer the matter to the President of the SIAC Court of Arbitration in accordance with the rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for appointment of the arbitrator. The arbitral proceedings shall be administered by Singapore International Arbitration Centre and shall be governed by the SIAC Rules, which Rules are deemed to be incorporated by reference to this clause M(4). The seat of arbitration shall be Singapore. The arbitration shall be conducted in English.

5. The award of arbitral tribunal in respect of a Dispute shall be final and binding on the parties and shall be enforceable in accordance with its terms and shall be substantiated in writing. You and Cruxx shall submit to the award of the arbitral tribunal and such award shall be enforceable in any competent court of law. The arbitral tribunal shall also decide on the costs of the arbitration proceedings. Prior to or pending arbitration, nothing in this Agreement shall preclude either You or Us from seeking an interim or injunctive relief from courts of competent jurisdiction.

6. You and Cruxx agree that any cause of action arising out of Your use of the App must be commenced within 3 (three) months after the cause of action accrues or You become aware of the facts giving rise to the cause of action, whichever is later. Otherwise, such cause of action shall be permanently barred.

## I. NOTICES

1. Cruxx may post notices within the App or send You notices on Your registered e-mail address or the telephone number. You will have been deemed to received such notices within 3 (three) days of Us sending the notice. Your continued use of the App on expiry of such 3 (three) days shall constitute Your receipt and acceptance of the notices sent to You.

## J. DISCLAIMER

1. The contents provided through the App may include technical inaccuracies or typographical errors. Cruxx may make changes or improvements to the App at any time. The contents or any information available on the App is provided "as is" and "as available" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. Cruxx does not warrant that the functions contained in the contents will be uninterrupted or error-free, that defects will be corrected, or the servers that make them available, are free of viruses or other harmful components. Cruxx makes no commitment to update the materials on the interface. The above exclusion may not apply to You, to the extent that applicable law may not allow the exclusion of implied warranties. Cruxx shall not be liable for any misuse or data theft as a consequence of Your use of the App.

2. YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU WILL NOT USE THE APP IF YOU DO NOT UNDERSTAND, AGREE TO BECOME A PARTY TO, AND ABIDE BY ALL THE TERMS SPECIFIED IN THIS AGREEMENT. ANY VIOLATION OF THIS AGREEMENT MAY RESULT IN LEGAL LIABILITY UPON YOU. NOTHING IN THE AGREEMENT SHOULD BE CONSTRUED TO CONFER ANY RIGHTS TO ANY THIRD PARTY OR ANY OTHER PERSON.

Your correspondence or business dealings with, or participation in promotions of, Sponsored Content or activity providers found on or through the App, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such provider of Sponsored Content. We will not be responsible nor liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Sponsored Content on the App.

## K. GRIEVANCE OFFICER:

For any other concerns, queries or grievances relating to Your use of the App please write to Mr. Amit Kumar, Grievance Officer at [admin@alkraj.com](mailto:admin@alkraj.com) with the following details:

1. Name:
2. Email id:
3. Contact number:
4. URL of the alleged infringing post:

Last updated on 28 August, 2023.