

## **TERMS AND CONDITIONS**

Welcome to WeVoice mobile application, (referred to as the "App") that is owned, managed, and operated by SOCIALSYNC TECHNOLOGY SOLUTIONS PRIVATE LIMITED (hereafter known as the "Company," "we," or "our"). This terminology includes its affiliates, successors in business, and assigns, unless the context implies otherwise.

We insist that you spend time reading these Terms and Conditions and let us know at [admin@wevoice.co](mailto:admin@wevoice.co) if you have any questions regarding the same. We will try our best to answer your queries.

### **1. AGREEMENT TO TERMS OF USE**

- a.** These terms of use ("Terms") create a legally binding agreement between you and the Company regarding your access and usage of the App, along with any functionalities, features, information, contests, services, and products provided by the Company. This includes, but is not limited to, the delivery of specialized content, subscription-based services, content, and premium services through the App, any mobile or internet-connected device, or any other means (referred to as the "Service").
- b.** "User," "you," or "your" refers to any individual accessing or using the App in any capacity and is at least 18 years old, capable of entering into a legally binding agreement under Indian law.
- c.** By accessing the App or Service, you consent to abide by these Terms. You affirm to the Company that you are at least 18 years of age or older, and you possess the capability to adhere to these Terms. Individuals under 18 may access and use the app, but only under the guidance and supervision of their parents or legal guardians. You also agree to register before uploading content, making comments, or using any other services on this App. This registration includes providing details such as your full name, age, email address, and contact number.
- d.** The Company retains the right, at its discretion, to alter, amend, append, or delete sections of these Terms at any time by posting the revised Terms. Please periodically check these Terms for updates. Your continued use of the App or Services after these changes have been posted indicates your binding

acceptance of these revisions. Additionally, when using specific services, you may be subjected to posted guidelines, rules, product requirements, or, on occasion, supplementary terms applicable to those services. All such guidelines, rules, product requirements, or supplementary terms are hereby integrated by reference into the Terms.

- e. Your access or use of the App or Service signifies that you have read, understood, and concurred with the Terms. By accessing or using any App or services, you also assert that you possess the legal authority as per applicable law, including age requirements, to accept the Terms on your own behalf and on behalf of any other person you represent in connection with your use of the Site or Services. If you do not consent to these Terms, you are not authorized to use the App or Services.

## **2. PLATFORM OVERVIEW**

- a. WeVoice App is designed to offer users a comprehensive source of news and information. Our coverage extends to a wide array of topics, ensuring you stay well-informed about National and International news, Business updates, Technology trends, local politics, weather forecasts, crime reports, and the latest traffic conditions.
- b. The App aims to break the negative impact of social media algorithms, and political and ideological biases through user participation in curation of news. The daily leaderboard and the subsequent daily digital newspaper will solely be generated based on upvotes and downvotes by users on the App.
- c. At our platform, we prioritize transparency and provide clear information regarding the source of every article we feature. While we source news articles from various media websites, it's important to note that we do not guarantee the credibility of the news. However, we encourage readers to exercise their critical thinking and judgment by offering direct links to the original articles for further exploration.
- d. Our user voting system gives you a voice in shaping the leaderboard and daily digital newspaper you see. The number of votes allocated to each user per day is at the discretion of the platform, and we strive to ensure a fair distribution to all users daily. In cases where exceptions arise, they will be documented and explained to maintain transparency.

- e. The daily digital newspaper, generated at the end of each polling cycle, prioritizes articles based on the number of votes from our readers. This unique approach puts you in control, ensuring that the content most favoured by our community takes centre stage.
- f. Our goal is to provide you with a well-rounded, engaging, and participatory news experience. We invite you to explore the platform, cast your votes, and enjoy the daily digital newspaper crafted especially for you. Stay informed, make your voice heard, and become an integral part of our dynamic news community. Thank you for choosing our platform as your source for news and information.

### **3. CONTENT RIGHTS**

- a. **Company Content:** The term 'Company Content' encompasses content, including but not limited to Company trademarks and logos, that is made available through the Site and Services. It excludes Third Party Content and User Submissions.
- b. **Third Party Content:** Users may have the ability to access, review, display, or utilize third-party services, resources, content, or information via the App or the Services.
- c. **User Submissions:** 'User Submissions' refer to text, data, graphics, images, photos, video or audiovisual content, hypertext links, and any other content that users are permitted to upload, post, compile, or otherwise provide to the Company through the App and Services.
- d. **Ownership:** The App, Services, and Company Content are safeguarded by copyright, trademark, and other relevant laws. Unless explicitly specified in these Terms, the Company and its licensors maintain exclusive rights, title, and interest in the App, Services, and Company Content, including all associated intellectual property rights. You are not allowed to remove, modify, or conceal any copyright, trademark, service mark, or other proprietary rights notices embedded in or accompanying the App, Services, or Company Content. The Company does not claim ownership of any Third-Party Content and explicitly disclaims any responsibility regarding such materials.
- e. **Limited License:** Subject to your adherence to these Terms, the Company provides you with a personal, limited, non-exclusive, non-transferable, and

revocable license to use the Services exclusively for personal and non-commercial purposes. No rights, title, or interests are transferred to you beyond this limited license. Content on the App and Services is provided 'AS IS' for your personal information and use, and may not be employed for any other purposes such as copying, reproducing, distributing, transmitting, broadcasting, selling, licensing, or any form of exploitation without the prior written consent of the respective owners. All other rights not expressly granted in the App and Services and the Content are reserved. These Terms do not authorize or allow you to reproduce, distribute, publicly display, perform, communicate to the public, make available, create derivative works, or otherwise use or exploit any Third-Party Content or User Submissions in violation of applicable copyright laws. Unauthorized use of the Content or Services will result in the revocation of the limited license granted by the Company and the cancellation of your membership. Unauthorized use may also lead to legal penalties. The Company does not support or condone content copying or any infringing activities, and the owners of Third-Party Content or User Submissions may seek damages for any such infringements.

- f. **Disclaimer:** We, as a platform, acknowledge that we do not guarantee the credibility of the news articles published on our platform. However, we are committed to transparency and providing our users with information regarding the source of each article. For every news article we publish, we will clearly indicate the source and provide a direct link to the original article. This way, our users can access the source material and evaluate the credibility of the information for themselves. It is important for our readers to exercise their own judgment and critical thinking when consuming news from our platform, as we do not endorse or verify the accuracy of the content provided by external sources.
- g. **Interactions Among Users:** You are solely responsible for your interactions, including disputes, with other users. The Company does not screen Company users. You should exercise caution, discretion, common sense, and judgment when using the App and Services and when sharing personal information with other users. Your use of the App, Services, Company Content, and any other content available through them is at your own discretion, and the Company disclaims all liability for you or any third party regarding this. The Company

retains the right to contact Company users to assess compliance with the rules and policies in these Terms. You must cooperate with the Company in investigating any suspected unlawful, fraudulent, or improper activities through the Services.

- h.** By making User Submissions available through the App and Services, you grant the Company and its users a worldwide, non-exclusive, perpetual, irrevocable, transferable, assignable, royalty-free license with the right to sublicense, to use, copy, adapt, modify, distribute, publicly display, perform, transmit, stream, broadcast, make available, communicate to the public, and otherwise use and exploit such User Submissions through the Site and the Services or incorporate them into other works in any form, media, or technology now known or developed in the future worldwide. The Company does not assert ownership over User Submissions, and these Terms do not restrict any rights you may have to use User Submissions. You acknowledge that the Company is not responsible for any third party's use of your User Submissions while they were available through the Services. You are also responsible for all User Submissions you make available through the App or Services, ensuring you have the necessary rights and permissions for their use.
- i.** Using the App or Services signifies your acceptance of the sole responsibility and risks associated with accessing, using, or relying on Third-Party Content and User Submissions, and the Company disclaims any liability arising from such access, use, or reliance. The Company is not responsible for the availability or accuracy of Third Party Content or User Submissions and has no liability for any harm, injuries, or losses resulting from such access, reliance, or use. The Company does not monitor third-party content for appropriateness or legality and makes no promises to remove Third Party Content from being accessible through the Site or Services.

#### **4. SERVICE REGISTRATION AND ACCESS**

- a.** Registration: To access our Services, you may need to create an account by completing the registration process using your mobile number. This involves providing us with accurate and up-to-date information as requested in the registration form. You will need to grant the App access to read SMS for the One Time Password that will be generated by the App during the registration

process. If you are a parent or legal guardian, you acknowledge and bear sole responsibility for ensuring that content intended for mature audiences (i.e., above the age of majority) is not accessed by children. Consequently, you should not share your login credentials with your children. By doing so, you expressly release the Company from any responsibility or liability in this regard.

- b. Links to External Sites:** While the Site or Services may include links or pointers to other websites, it should not be assumed that the Company operates, controls, or has affiliations with these other websites. Clicking on a link within the Site may not come with a warning that you are leaving our platform and are now subject to the terms and conditions (including privacy policies) of another website. It's important to carefully review the terms of use and privacy policy of any external website before providing confidential information or engaging in transactions. You should not expect these Terms to govern your use of another website.
- c. The Company is not accountable for the content or practices of any other website, even if it links to our App, or if the website is operated by a company affiliated with the Company.** You acknowledge and agree that the Company is not responsible or liable to you for any content or materials hosted on any website other than our App.
- d. Advertising Material:** Certain parts of the App or Services may feature advertising information, promotional material, or content submitted to the Company by third parties. The responsibility for ensuring that the material submitted for inclusion on the Site complies with relevant international and national laws lies solely with the party providing the information/material. Your interactions or transactions with advertisers, including payments and the delivery of goods or services, as well as any associated terms, conditions, warranties, or representations, are strictly between you and the advertiser. It is your responsibility to independently verify the suitability of any advertising material for your specific needs and seek professional advice when necessary. The Company shall not be held responsible or liable for any losses or claims you may have against an advertiser or any resulting damages stemming from your reliance on the content of the advertisement.

## **5. COLLECTION AND UTILIZATION OF PERSONAL INFORMATION**

- a. To learn more about how the Company collects and employs your personally identifiable information, please refer to the Privacy Policy available on the Site. This Privacy Policy is an integral part of these Terms, and by accepting these Terms, you acknowledge that your presence on the Site and your use of the Services are subject to the Company's Privacy Policy in effect at the time of your use.
- b. The Company reserves the right to disclose information as required by any governmental, administrative, regulatory, or judicial authority under applicable laws and regulations. Additionally, the Company may, at its sole discretion, share your name, street address, city, state, zip code, country, phone number, email, if it deems it necessary or appropriate in connection with investigations of fraud, intellectual property infringement, piracy, or other unlawful activities.

## **6. YOUR RESPONSIBILITIES**

By agreeing to these Terms, you affirm that the App and Services will be used for lawful purposes only, and you will not violate any applicable Central, State, or local government laws, regulations, ordinances, or international laws. Specifically, you agree to comply with the requirements of the Information Technology Act, 2000, as well as its rules, regulations, guidelines, bylaws, and notifications while using the Site. Furthermore, you must not:

- a. Use the App or Services in a way that could damage, disable, overload, or impair the Company's servers or networks, or interfere with another party's use of the Site or Services.
- b. Access materials or information through any unauthorized means not intentionally made available through the App/Services.
- c. Engage in any harmful activities.
- d. Conduct 'denial of service' (DoS, DDoS) attacks or other harmful activities against the App or internet services.
- e. Use the App or Services for illegal purposes.
- f. Disrupt, burden, interfere with, or attempt unauthorized access to the App, Company website, or the website of any Company customer.

- g. Forge headers or manipulate identifiers to hide the source of transmitted content.
- h. Attempt unauthorized access to the Services, other accounts, or computer systems through hacking, password mining, or any other means.
- i. Create derivative works or materials based on the Content, including montages, mash-ups, videos, wallpapers, and merchandise, unless expressly permitted by the Company in writing.
- j. Use the App, Services, or Company Content for commercial purposes or for the benefit of any third party or in any manner not allowed by these Terms of Use.
- k. Impersonate or misrepresent your affiliation with any person or entity.
- l. Encourage or enable any other individual to do any of the above.
- m. You are also strictly prohibited from creating derivative works or materials that otherwise are derived from or based on the Content in any way, including montages, mash-ups, and similar videos, wallpapers, desktop themes, greeting cards, and merchandise unless expressly permitted by the Company in writing. This prohibition applies even if you intend to distribute derivative materials for free.

The App may allow you to post user submissions, including reviews of Content available through the Services or comments on such Content. Once you post User Submissions, they are visible to all members since it's a public forum.

Specifically, when you review or rate any Content available on the Services (as per functionality made available on the App), you grant the Company the rights and consent to display your rating or review in relation to the relevant Content on the App, including making it available to other members for viewing. If you do not wish your User Submissions, reviews, or ratings to be shared in a public forum, refrain from using these features.

These features may change without notice, as may the associated information sharing and functionality.

The Company is free to use any comments, information, ideas, concepts, reviews, techniques, or any other material contained in any communication you send to us ('User Feedback'), without further compensation, acknowledgement, or payment



for any purpose, including developing, manufacturing, and marketing products and improving the Services. By posting or submitting any User Feedback or User Submission on the Site, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free, irrevocable, sub-licensable license and right to use, display, reproduce, or modify the User Feedback or User Submission in any media, software, or technology, whether existing or developed in the future.

Public search engines are allowed to use functions like spiders to copy materials from the Site solely for the purpose of creating publicly available searchable indices of the materials, but not for caching or archiving such materials. We reserve the right to revoke these exceptions either generally or in specific cases at our sole discretion. You agree not to collect or harvest any personally identifiable information, including account names, from the App, or to use the communication systems provided by the App for commercial solicitation purposes. You also agree not to solicit users of the App for commercial purposes in relation to their User Submissions.

You shall be financially responsible for your use of the Services, as well as for any usage of your account by others, including minors living with you. You must supervise and be responsible for all usage by minors and their access to the App under your name or account, relieving the Company from any liability in this regard. You also warrant that all information supplied by you or your family members for using the Services and accessing the Site, including your name, email address, street address, telephone number, mobile number, and credit card number, is correct and accurate. Providing inaccurate information may subject you to civil and criminal penalties.

You are responsible for obtaining and maintaining any equipment or ancillary services necessary to connect to the App, access the Services, or otherwise use the Services, including modems, hardware, software, and long-distance or local telephone service. You must ensure that such equipment or ancillary services are compatible with the Services.

You agree that the Company or third-party service providers may send you information about the various services offered by the Company from time to time.

The Company has the right to investigate and take appropriate legal action to prevent, stop, or deter violations of any of the above, including infringement of

intellectual property rights and Site and Services security issues. The Company may also involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use or the rights of any third party.

You acknowledge that the Company has no obligation to monitor your access to or use of the App, Services, Company Content, or to review or edit any User Submissions or Third-Party Materials. However, the Company has the right to do so for the purpose of operating the App and Services, ensuring your compliance with these Terms of Use, or complying with applicable law, court orders, or governmental requirements. The Company reserves the right, at any time and without prior notice, to remove or disable access to any Company Content, Third-Party Materials, and User Submissions that, in its sole discretion, are in violation of these Terms or otherwise harmful to the Site or Services.

## **7. PROHIBITED ACTIVITIES**

You agree not to host, display, upload, modify, publish, transmit, update, or share any information or User Submissions that:

- a.** Belong to another person and to which the User does not have any right.
- b.** Are grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, related to money laundering or gambling, or unlawful in any manner.
- c.** Harm minors in any way.
- d.** Infringe any patent, trademark, copyright, or other proprietary rights.
- e.** Violate any law currently in effect.
- f.** Deceive or mislead the recipient about the origin of such messages, or communicate information that is grossly offensive or menacing.
- g.** Impersonate another person.
- h.** Contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource.
- i.** Threaten the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offense or insult any other nation.

- j. Contain misleading information regarding the origin of the Content or otherwise contain objectionable content.
- k. Collect information about users of the App for any illegal or unlawful purpose;  
Create any user accounts by \_\_\_\_\_ automated means  
or under false or fraudulent pretences for using the App.
- l. 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.
- m. You understand and agree that the Company may, but is not obligated to, review User Submissions and may delete or remove them (without notice) at its sole and absolute discretion, for any reason or without assigning any reason.
- n. If you are found to be in non-compliance with laws, regulations, these terms, or the Site's privacy policy, the Company shall have the right to immediately terminate or block your access and usage of the Site, and remove any non-compliant Content or comments uploaded by you, and take any other remedies available to the Company under applicable laws.

## **8. TERMINATION OF ACCOUNT, SUSPENSION, OR SERVICE DISCONTINUATION**

- a. The Company retains the right to alter, suspend, or permanently or temporarily discontinue some or all of the Services, which includes the Content and the devices used to access these Services, for any or all users, without prior notice. You acknowledge that the Company can exercise this right at its sole discretion. Furthermore, you agree that the Company will not be held responsible for any modifications, suspensions, or discontinuations of the Services.
- b. We are required to  
do so by law (for example, where the access to and/or provision of the App to You becomes, unlawful);
- c. 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.

- d. The provision of App to you is no longer commercially viable or feasible for us.

## **9. DISCLAIMER OF WARRANTIES AND LIABILITY**

- a. You understand and accept that the Company provides the Services on an 'as-is,' 'with all faults,' and 'as available' basis. Your use of the App and Services is undertaken at your own risk. The Company disclaims and excludes all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- b. The Company makes no representations, warranties, or guarantees concerning:
  - i. The accuracy, sufficiency, reliability, completeness, suitability, or applicability of the information to a particular situation.
  - ii. The uninterrupted, timely, secure, or error-free nature of the service.
  - iii. The quality of any services, content, information, or other materials on the App meeting your expectations or requirements.
  - iv. The correction of errors on the App.
  - v. Warranties against infringement of third-party intellectual property or proprietary rights.
  - vi. Other warranties related to the performance, non-performance, or actions or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.
- c. The Company does not warrant that any software used in connection with the Services will be compatible with third-party software or devices, nor does it warrant that the operation of the Services and associated software will not disrupt or damage other software or hardware.
- d. The Company, its affiliates, successors, assigns, investors, directors, officers, employees, agents, and suppliers, including distributors and content licensors, shall not be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising from or in connection with the use of the App or Services. This includes damages based on contract, tort, strict liability, or other theories, even if the Company was advised of the possibility of such damages.
- e. In the event that any exclusion contained herein is deemed invalid for any reason, and the Company or any of its affiliate entities, officers, directors, or

employees become liable for loss or damage, such liability shall not exceed the subscription charges paid by you in the month preceding the date of your claim for the particular subscription in question.

#### **10. INDEMNIFICATION**

- a. You agree to indemnify, defend, and hold harmless the Company, its affiliates, successors, assigns, investors, directors, officers, employees, agents, and suppliers, including distributors and content licensors, from any losses, claims, damages, liabilities, including legal fees and expenses. This includes claims resulting from:
  - i. Your violation of these Terms, such as a breach of your representations or warranties made hereunder.
  - ii. Your use or misuse of the App or Services.
  - iii. Your violation of any law, regulation, or third-party rights, including but not limited to copyright, property, or privacy rights.
  - iv. Any claim alleging that you have caused damage to a third party.
- b. The Company reserves the right, at its own expense, to hire separate counsel and assume the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with the Company in the defense of these claims.

#### **11. NOTICE OF COPYRIGHT INFRINGEMENT**

Our policy is to comply with all Intellectual Property Laws and to act promptly upon receiving any notice of claimed infringement. If you believe that any work on the Site has been reproduced in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- b. Identification of the copyrighted work claimed to have been infringed.
- c. Identification of the material on our Site that is claimed to be infringing or to be the subject of infringing activity.
- d. The address, telephone number, or email address of the complaining party.

- e. A statement that the complaining party has a good-faith belief that the use of the material complained of is not authorized by the copyright owner, its agent, or the law.
- f. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate and that the complaining party is authorized to act on behalf of the owner of the right allegedly infringed.

## 12. **GENERAL TERMS**

- a. Relationship: None of the provisions of these Terms shall be interpreted as establishing a partnership or agency between you and the Company. You have no authority to bind the Company in any way. This agreement is solely for your and the Company's benefit, and it does not confer any benefits to any other person, except for permitted successors and assigns under this Agreement.
- b. Assignment You may not transfer any rights to use the Services to anyone else, temporarily, or permanently. Any such attempt is considered void. The Company, on the other hand, has the right to assign, transfer, delegate, and grant all or part of its rights, privileges, and properties to any person or entity.
- c. Force Majeure: Neither party shall be held liable for any interruption or delay in access to the Site due to a Force Majeure Event. In this context, 'Force Majeure Event' refers to any event or circumstance, or a combination of events and circumstances beyond the control of the affected party, resulting in a default or delay in the performance of obligations under this agreement. This includes acts of God, war, hostilities, civil commotion, strikes, lockouts, and other industrial disputes.

13. **APPLICABLE LAW:** These Terms are governed by the laws of India, without regard to principles of conflict of law. In case of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of the courts at Hyderabad, Telangana.

14. **LIMITED TIME TO BRING CLAIMS:** Both you and the Company agree that any cause of action related to the use of the Site or the Services must be initiated within one year after the cause of action arises. Otherwise, the cause of action will be permanently barred.

15. **SURVIVAL:** Rights and obligations under these Terms that, by their nature, should survive, will remain in full effect after termination or expiration of the subscription.
16. **NON-WAIVER:** Any explicit waiver or failure to promptly exercise any right under this agreement will not create an ongoing waiver or an expectation of non-enforcement.
17. **ENTIRE AGREEMENT:** These Terms constitute the complete agreement between the parties concerning the subject matter hereof, replacing all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter."

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