

Hate2wait Terms of Service

ACCEPTANCE OF TERMS

IMPORTANT -- READ CAREFULLY: BY CREATING AN ACCOUNT OR BY UTILIZING THE HATE2WAIT SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to the Hate2Wait service, website or mobile application (collectively, the "Service"). Your use of the Service is subject to these Terms of Service and Hate2Wait's Privacy Policy (collectively, the "Terms of Service" or "Agreement"). These Terms of Service are a legal agreement between You and Wonder Peak Tech Private Limited. ("Hate2Wait"), for use of the Hate2Wait service. "You" refers to any individual who creates an account on the Service, or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity. If You are accessing the Service on behalf of Your employer, you represent and warrant that You have the authority to agree to these Terms of Service on its behalf. If You do not agree with the terms of this Agreement, do not use the Service. Hate2Wait reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement. The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

DESCRIPTION OF SERVICE

The Service includes, and is limited to, a service, web site, or mobile applications that allows You access to and use of a single Hate2Wait Account. "Hate2Wait" referred to herein means an online queue management tool that predicts wait time and helps businesses to manage their customers. The Service may contain information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service (collectively, "Content"). Subject to these Terms of Service, Hate2Wait grants to You and each user of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Service. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. For the purposes of these Terms of Service, "Content" also includes all User Content (as defined below).

A "Hate2Wait Account" or "Account" referred to herein means a service, web site, or mobile application, provided by Hate2Wait, where You may use Hate2Wait to create, update, share, and publish information, data, text, messages or other materials ("User Content").

Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the service may include certain communications from Hate2Wait, such as service announcements, administrative messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by Hate2Wait for use in accessing the Service. Hate2Wait will provide the Service in accordance with this Agreement. Hate2Wait may at its sole discretion modify the features of the Service from time to time without prior notice.

REGISTRATION

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide Hate2Wait with an electronic mail address and other information ("Registration Data"). You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Hate2Wait of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Hate2Wait cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Hate2Wait assumes no duty to verify such information as further detailed in the CONTENT OF THE SERVICE section of these Terms of Service. If You provide any information that is untrue, inaccurate, not current or incomplete, or Hate2Wait has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Hate2Wait has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof). By using the Service (and registering an Account on the Service), You represent and warrant that You are at least 13 years of age, and no one under the age of 13 may use the Service - except as set forth below under "Kids Under 13 and Hate2Wait". Hate2Wait may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms

of Service or use of the Service is prohibited or to the extent offering, sale or provision of the Service conflicts with any applicable law, rule or regulation.

KIDS UNDER 13 AND Hate2Wait

Hate2Wait is not directed to children, and we expect that any use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Hate2Wait relies on parents and guardians to ensure that minors only use Hate2Wait if they can understand their rights and responsibilities as laid out in these Terms of Service and in our Privacy Policy.

In the event that you are a school, district or teacher in the United States and want your students, who are under the age of 13, to create Hate2Wait accounts - including in conjunction with the establishment of a Hate2Wait Business Class account - you agree that you are responsible for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, the Family Educational Rights and Privacy Act ("FERPA"). This means that you must notify the students' parents/guardians of the personally identifiable information that Hate2Wait will collect, and that you will obtain parental/guardian consent before your students establish accounts or use Hate2Wait. When obtaining such consent, you must provide parents/guardians with a copy of our Privacy Policy. You must keep all consents on file and provide them to us if we request them. For more information on complying with COPPA, see the Federal Trade Commission's website. If you are located outside of the United States, we will rely upon you to obtain any required consent or approval from the parent or guardian of any student covered by similar laws, and, as a condition to your and your students' use of Hate2Wait, you agree that you will be responsible for complying with such laws.

BILLING/PAYMENT TERMS

Additional groupings of features may be added to the Service and made available to You as a paid upgrade ("Paid Plan"). If You choose to subscribe to a Paid Plan, You shall pay fees (described below) to Hate2Wait. Upon selection of a Paid Plan, You will provide Hate2Wait with the necessary billing information ("Billing Data").

Credit cards are the only payment mechanism Hate2Wait will accept for payment of a monthly or yearly subscription fee ("Subscription Fee") for a Paid Plan. All currency references are in U.S. dollars. Paid Plans can be paid as either a monthly Subscription Fee or a yearly Subscription Fee.

If you select a Paid Plan, You must provide current, complete and accurate Billing Data. You must promptly update all Billing Data to keep Your Account current, complete and accurate (such as a change in billing address, credit card number or credit card expiration date) and You must promptly notify Hate2Wait if Your Payment Method is changed (for example, for loss or theft) or if You become aware of a potential breach of security, such as the unauthorized disclosure or use of Your name or password. If You fail to provide any of the foregoing

information, You agree that Hate2Wait may continue charging You for any use of the Paid Plan under your Billing Data unless You have terminated Your Paid Plan as set forth herein.

If You select the Monthly Fee, the credit card that You provide as part of the Billing Data will be automatically and immediately billed on the first Business Day of each Month. You agree that Hate2Wait may charge to Your credit card all amounts due and owing for Your Account on that monthly basis or upon cancellation (see "Termination, Breach, Suspension and Cancellation" and "Refund"). If You select the Yearly Fee, the credit card that You provide as part of the Billing Data will be automatically and immediately billed on the day You sign up. You agree that Hate2Wait may charge to Your credit card all amounts due and owing for Your Account on that yearly basis unless you cancel the account (see the "Termination, Breach, Suspension and Cancellation" and "Refund" sections of these Terms of Service). Hate2Wait will contact You via electronic mail to alert You upon each charge. Hate2Wait may change prices at any time without prior notice, but will endeavor to provide reasonable advance notice via the Hate2Wait website and/or electronic mail. You agree that in the event Hate2Wait is unable to collect the fees owed to Hate2Wait for Your Account through Your Subscription Fee, Hate2Wait may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Hate2Wait in connection with such collection activity, including collection fees, court costs and attorneys' fees.

As long as Your Account remains active and in good standing, You will be charged the Subscription Fee even if You never use the service. You may, however, cancel Your Paid Plan at any time.

TERMINATION, BREACH, SUSPENSION AND CANCELLATION

If Your Subscription Fee payment is overdue, Hate2Wait will disable Your access to the features provided by the Paid Plan. Hate2Wait may, at its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. In the event of suspension or termination, Your account will be disabled and You may not be granted access to Your Account or any files or other Content (including Your User Content) contained in Your Account, and Hate2Wait may delete Your User Content, although residual copies of information may remain in our system for some time for back-up purposes. In the event of termination, Hate2Wait may also withdraw and at its discretion reallocate the public web address of Your Account.

If You terminate Your Account, via means provided for cancellation on the Hate2Wait website, or via telephone call or electronic mail to Hate2Wait, and You request that Hate2Wait delete Your User Content and files contained in Your Account, Hate2Wait will make all reasonable efforts to do so.

REFUND

Hate2Wait provides means for Account and Paid Plan cancellation on the Hate2Wait website. If You cancel Your Account within 15 calendar days of the date of sign up, and You request a

refund, Hate2Wait will refund all payments You have made to Hate2Wait within the 90 calendar days prior to the cancellation and refund request.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS

Hate2Wait and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service. You will not remove, deface or obscure any of Hate2Wait's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

Hate2Wait is a Trademark of Wonder Peak Tech Pvt. Ltd.

INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Hate2Wait, its affiliates, suppliers and any other party authorized by Hate2Wait to resell, distribute, or promote the Service ("Resellers"), and under such circumstances Hate2Wait, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

PROPER USE

Hate2Wait does not claim ownership over any User Content submitted on or through the Service. Your User Content belongs to You. However, by uploading any User Content to the Service, You agree that Hate2Wait may store and display (only to You, to the extent that You make such User Content private) Your User Content solely as necessary in connection with the Service. To the extent You choose to share any of Your User Content with other users of the Service, You agree to allow these users (i.e., only the users you specify) to view Your User Content and, to the extent applicable, collaborate with You and Your User Content.

You understand that all User Content is the sole responsibility of the person from which such User Content originated. This means that You, and not Hate2Wait, are entirely responsible for all User Content that You upload, post, transmit or otherwise make available via Your Account. Hate2Wait does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

You understand that by using the Service, You may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Hate2Wait be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that Hate2Wait does not pre-screen User Content, but that Hate2Wait and its designees shall have

the right (but not the obligation) in their sole discretion to refuse, modify or move any Content that is available via the Service. Without limiting the foregoing, Hate2Wait and its designees shall have the right to remove any User Content that violates the Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by Hate2Wait or submitted to Hate2Wait. You acknowledge and agree that Hate2Wait may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the Agreement;

(c) respond to claims that any Content violates the rights of third-parties; or

(d) protect the rights, property, or personal safety of Hate2Wait, its users and the public.

If Hate2Wait discloses User Content to comply with legal process or respond to claims that any User Content violates the rights of third-parties, to the extent permitted by law, regulation or legal process, Hate2Wait agrees to provide You with prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure.

You understand that the technical processing and transmission of the Service, including Your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should User Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Hate2Wait's sole discretion as to what action should be taken. You agree that You will not:

(a) upload, post, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, a Hate2Wait official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

(d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service;

(e) upload, post or otherwise transmit any User Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to (a) sending mass email to recipients who haven't requested email from You or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;

(h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(k) "stalk" or otherwise harass another;

(l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices.

(m) offer for sale or sell any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) You do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii)

Hate2Wait determines, in its sole discretion, is inappropriate for sale through the Service provided by Hate2Wait;

(n) use the Account website as a redirecting/forwarding service to another website;

(o) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or User Content as an Account holder. If any user is reported to be in violation with the letter or spirit of these terms, Hate2Wait retains the right to terminate such account at any time without further warning.

Apple Device and Application Terms. If you are accessing the Service via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store (each an "Application"), the following shall apply:

Both You and Hate2Wait acknowledge that these Terms of Service are concluded between you and Hate2Wait only, and not with Apple, and that Apple is not responsible for the Application or the Content;

The Application is licensed to You on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for Your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Service;

You will only use the Application in connection with an Apple device that You own or control;

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, You may notify Apple of such failure; upon notification, Apple's sole warranty obligation to You will be to refund to you the purchase price, if any, of the Application;

You acknowledge and agree that Hate2Wait, and not Apple, is responsible for addressing any claims You or any third party may have in relation to the Application;

You acknowledge and agree that, in the event of any third party claim that the Application or Your possession and use of the Application infringes that third party's intellectual property rights, Hate2Wait, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

Both You and Hate2Wait acknowledge and agree that, in Your use of the Application, You will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

Both You and Hate2Wait acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon Your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against You as the third party beneficiary hereof.

Apple, the Apple logo, iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc.

In-App Purchases. Through the Application, You may purchase (“In App Purchase”) keys or other goods or services (collectively, “Goods”). To the extent You purchase Goods through the Apple iTunes service, you are agreeing to Apple’s iTunes’ Terms and Conditions (<http://www.apple.com/legal/itunes/us/terms.html>).

GENERAL PRACTICES REGARDING USE AND STORAGE.

You agree that Hate2Wait has no responsibility or liability for the deletion of, or the failure to store or to transmit, any User Content and other communications maintained by the Service. You acknowledge that Hate2Wait may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. Hate2Wait retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not:

(a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, ActiveX or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or

(d) copy, reproduce, alter, modify, or publicly display any information displayed on the Service (except for Your User Content), or create derivative works from our website (other than from Your User Content), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Hate2Wait or any other third party, except with the prior written consent of Hate2Wait or the appropriate third party.

CONTENT OF THE SERVICE.

Hate2Wait takes no responsibility for any third-party Content or User Content (including, without limitation, any viruses or other disabling features), nor does Hate2Wait have any obligation to monitor such third-party Content. Hate2Wait reserves the right at all times to remove or refuse to distribute any Content on the Service, such as Content which violates these Terms of Service. Hate2Wait also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud,

security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Hate2Wait, its users and the public. Hate2Wait will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

If Hate2Wait discloses such information to satisfy any applicable law, regulation, legal process or governmental request or to respond to user support requests, to the extent permitted by law, regulation or legal process, Hate2Wait agrees to provide You with prompt notice of any such demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure.

Your Hate2Wait profile page is public. This includes your name and any activity that you have had on (including without limitation any User Content that you have submitted to) public.

INTERNATIONAL USE

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable User Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the India or the country in which You reside.

NO RESALE OF THE SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by Hate2Wait.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (a) all of the information provided by You to Hate2Wait to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into these Terms of Service and to perform the acts required of You hereunder.

NO WARRANTIES OR REPRESENTATIONS BY WONDER PEAK TECH PVT. LTD.

You understand and agree that the Service is provided "as is" and Hate2Wait, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Hate2Wait's servers. Hate2Wait, its affiliates, suppliers and Resellers make no warranty or representation regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. No oral or written information or advice given by Hate2Wait or its authorized representatives shall create a warranty or in any way increase the scope of Hate2Wait's obligations. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air

traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Hate2Wait, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

INDEMNITY

You agree to indemnify, defend and hold harmless Hate2Wait, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of these Terms of Service or the infringement or violation by You or any other User of Your Account, of any intellectual property relating to the Service (including without limitation Your User Content) or other right of any person or entity.

MODIFICATIONS TO SERVICE

Hate2Wait reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Hate2Wait shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and Hate2Wait Software is intended or created by these Terms of Service.

LIMITATION OF LIABILITY

In no event will Hate2Wait or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if Hate2Wait, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, Hate2Wait's, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service (if any) in the previous twelve (12) months.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of Hate2Wait services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CHOICE OF LAW AND FORUM

This Agreement shall be governed by the laws of India. Subject to the provisions of Section 12 below, the Parties agree to submit to the exclusive jurisdiction of the courts at Bangalore for the purpose of seeking any interim injunctive or other equitable relief as may be necessary or appropriate to prevent /irreparable loss or harm and mitigate damages.

FORCE MAJEURE

If the performance by either Party of any of its obligations hereunder is in any way prevented, interrupted or hindered due to a fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, act of God, act of terrorism, court order, which is beyond the control of such Party ("Force Majeure Event"), the due date of performance of the affected Party's obligation under this Agreement shall be extended until the effect of such a Force Majeure Event has ceased. Provided that the Party so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to normal level as quickly as possible whenever such causes are removed. The affected Party, which has been prevented from performing the obligation, shall notify the other Party of the Force Majeure Event forthwith. The affected Party shall not be liable for any breach or non-observance of this Agreement on account of any circumstance beyond its control. In the circumstance that the Force Majeure Event continues for a period of three (3) continuous months, the unaffected Party may terminate this Agreement by giving thirty (30) days prior written notice to the affected Party.

ENTIRE AGREEMENT/GENERAL PROVISIONS

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Hate2Wait may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of Hate2Wait upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Hate2Wait, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this

Agreement. Notices to You may be made via either email or regular mail. The Service may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to Hate2Wait under this Agreement must be sent to the following electronic mail address for such purpose:
support@hate2wait.io

Or the following physical address:

Wonder Peak Tech Pvt. Ltd.
252, Tower B2, Spaze I-Tech Park
Sector 49, Sohna Road, Gurgaon Haryana - 122018