

## Terms of Agreement

This Love Wallpaper Live Gallery App enhances your user interface with customized experience in an innovative way. This Love Wallpaper Live Gallery App gives an added feature of customized picture update to upload on the Love Wallpaper Live Gallery App and thereby personalizing it as per your wish with an experience that you will find fun and amusing. The Agreement which follows establishes the mutual relationship that will exist between us.

Each one of us can break our ties at any time however; this agreement establishes the legal rights and responsibilities both of us will be sharing with each other where our association flourishes with effective and efficient usage of this Love Wallpaper Live Gallery App.

The contract herewith is given for you to go through it carefully so as to avoid any ambiguity arising. Each of the provision is expected to be given a clear and thoughtful consideration before understanding fully. In order to use this Love Wallpaper Live Gallery App, you have to enter into the following “Terms of Service” Agreement with us.

By clicking the button below which says, "I accept the Terms of Service and enter into this Agreement" and also when you communicate with the Love Wallpaper Live Gallery App of through the Love Wallpaper Live Gallery App in any form or when you create your profile and or upload any contents and or pictures and or information you enter into the agreement in its original capacity in totality and you cannot agree to this in partial condition or you cannot alter this agreement in any capacity.

If you have any second thought on agreeing with this agreement, you should use “back” button or exit and proceed out of this Love Wallpaper Live Gallery App.

NOTICE: You may please understand that the authorized access to the Love Wallpaper Live Gallery App, including, but not limited to using any of its Services, is limited to persons who have read and accepted the agreement fully. Any other person’s access is denied to all other persons by its owners and operators. Unauthorized access or usages to any of the Love Wallpaper Live Gallery App services amounts to the crime of computer trespass or computer intrusion under the laws of one or more jurisdictions. Please do not use any copyrighted or unethical content or images or information as part of this Love Wallpaper Live Gallery App which is against the ethics of this Love Wallpaper Live Gallery App and scope of which is beyond this agreement which is strictly prohibited under this agreement.

Establishment of this Agreement

This Agreement is called "Terms of Service", is made and entered into by and between this Love Wallpaper Live Gallery App (a business application ownership of which lies with the company M/s Glossus Infotech Private Limited, an Indian company register under the Indian Companies Act 1956) (also sometimes called "we" and "us" in this Agreement), and "you", any person who uses this Love Wallpaper Live Gallery App, Together, you and we are the "parties"; You become a guest by entering into this Agreement; the other persons who uses this Love Wallpaper Live Gallery App from your end. Your relationship with us and all others using this Love Wallpaper Live Gallery App on your behalf is called a "User" in this Agreement. You will accept all of the terms of this Agreement by clicking on the link below ("I accept the Terms of Service and enter into this Agreement"). This Agreement is subject to change by us at any time through a procedure calculated and designed to inform you of the change: If we decide to change this Agreement, when we do so we will send you a notification of each change at the email address identified in your profile. We will also post the changes on the web page at this address: <http://www.glossusinfotech.com/terms.php>. You also agree that this is a reasonable procedure that will reasonably and effectively communicate notices of Agreement changes to you. You agree that if you use any of the Services offered by the Love Wallpaper Live Gallery App after we have transmitted an email to you in this manner and we have posted it to the page whose URL is set forth above, you thereby give your agreement and consent to the Agreement as it has been changed, regardless of whether you actually read or received the email notifying you of the change or whether you actually did or did not read the changes posted, and those changes will become effective to modify this Agreement twenty four (24) hours after we transmitted such an email to you. If you do not wish to consent to the changes in this Agreement, you must uninstall this Love Wallpaper Live Gallery App and stop using this Love Wallpaper Live Gallery App and or information related with this Love Wallpaper Live Gallery App in any capacity. This Agreement remains in force and effect until or unless it is changed in accordance with the terms of this Paragraph or is otherwise terminated under the terms of this Agreement. Some of your obligations to us under this Agreement or any successor Agreement survive any change or termination of this Agreement or the termination of your Membership for any reason.

## Our Obligations

We on behalf of the Love Wallpaper Live Gallery App would promise to provide you the following while using the Love Wallpaper Live Gallery App from your end subject to all of the terms and conditions of this agreement as:

1. We will provide you with a Service that enables you to post photographs and personal profile information about you or your wish for the interface of your liking as per the features available in the system which will enable by means of our proprietary software. In this Agreement, "Service" and "Services" are used interchangeably to mean these same things or any of them.

2. The Love Wallpaper Live Gallery App is intended and operated only for purposes of entertainment and fun and for no other purpose or purposes. We have created this Love Wallpaper Live Gallery App to encourage and enhance the user experience. We hope that you like this Love Wallpaper Live Gallery App and recommend others to use it and they like this Love Wallpaper Live Gallery App as well.
3. Use of any offensive or objectionable to anyone images or contents or information is not promoted by this Love Wallpaper Live Gallery App and never intend or encourages its users to do so in any capacity. This Love Wallpaper Live Gallery App never intends to infringe anyone's privacy and personal respect and never intend or encourages its users to do so in any capacity.
4. We aim to entertain and amuse you – and in order to enhance your enjoyment of the time you spend with this Love Wallpaper Live Gallery App. We desire to operate the Love Wallpaper Live Gallery App in a reasonable way under procedures that enhance your enjoyment and the benefit that you will receive from our Services, to protect your autonomy, expression, freedom of choice access, and security in ways that seem reasonable to us and to endeavor to accomplish these things in the manners particularly described in this Agreement. We have the sole and exclusive right to run the Love Wallpaper Live Gallery App and its Services as we see fit, to terminate or modify any or all of its Services, to terminate the use of this Love Wallpaper Live Gallery App or that of anyone else, or even any Service or any part of any Service at any time, for any reason or for no reason, with or without prior notice to you or anyone else, as we choose, in our sole discretion. Our choices will always balance competing interests and values, including our own, and our decisions may not satisfy everyone nor perfectly nor even approximately accomplish any particular goal mentioned in this Paragraph. We will run the Love Wallpaper Live Gallery App by doing what we think is the right thing and you agree to accept our services exclusively on that basis.
5. We will answer your questions within a reasonable time about these "Terms of Service" and the way our Service operates. We may decline to answer questions about proprietary information or trade secrets in the operation of our site or for any other business reason.
6. We will design and implement reasonable measures calculated to assure your reasonable expectation of privacy in the context of a Service which, by its very nature, attracts public attention to your appearance and profile, and which depends on advertising and promotion with other, independent entities for commercial viability. You will be able to

post your photographs, personal profile, and comments, in line with our Privacy, Security and Information Usage Policy.

7. When we change this Agreement, we will update the terms and conditions sections of the change and post the changes, as more fully explained in the controlling provisions above.
8. Our liability to you concerning any of these obligations and any duty which we might owe to you are limited by the disclaimers of liability and other provisions contained in this Agreement.

### Summary of Your Obligations

The following language conveniently summarizes many of your obligations to us. Some or most of the obligations described are more completely recited in other parts of this Agreement and the more complete recitation controls if there appears to be any conflict between them.

You promise and represent to us all of the following, subject to all of the terms of this Agreement,

1. You agree that when you install the Love Wallpaper Live Gallery App or register with us, you will honestly and accurately enter the true date and year of your birth. You also agree that all of the other information you provide us for any purpose at any time will be truthful, accurate, and complete, as provided for in the Registration Rules of this Agreement.
2. You agree to keep your email address registered with us current and to monitor your incoming email every day. You agree to read the email messages we send you. If they announce a change or modification of these and you do not wish to agree to them, you agree that you must immediately cancel the use of this Love Wallpaper Live Gallery App in any manner provided for in this Agreement and that you will nevertheless be bound by those changes or modifications should you fail to immediately cancel the use of Love Wallpaper Live Gallery App.
3. You agree to click on the Terms of Service link to check for changes or modifications in these Terms of Service at least as frequently as you use any of the Services offered by us.
4. You agree to read the provisions of this Agreement and to ensure that your conduct conforms to the rules and obligations set forth in them in every respect, at all times. You agree not to do any of the things that this Agreement prohibits. You agree to seek amplification or explanation from us in regard to any term, or provision that you do not

understand or which seems confusing or vague to you and to accept our explanation or interpretation, in our sole discretion, as authoritative, final, and controlling. You agree not to use this Service for defaming anyone or for portraying anyone in a false light, for insulting anyone, or for bringing private facts any of them might know about anyone to public knowledge or to the knowledge of any other person, for hurting anyone's feelings, and for intentional infliction of emotional distress upon anyone.

5. You agree to obey the laws of every jurisdiction, national, state or provincial, and local that has authority over you in your use of our Services. You agree that you will not use the Services to infringe or violate the rights of or to intimidate, harass, or bully anyone else (or any other person at all), nor to violate our rights, nor do any of these things in any place or manner outside our Services with information or other things that you obtained using our Services. You agree that, in using our Services, you will at all time act reasonably and in good faith, and that you will not unreasonably burden or afflict or inconvenience the use of the Services by any one or us.
6. You agree that, in using our Services, you will accept sole and exclusive liability for the consequences of your own conduct in violation of this Agreement or in violation of the legal rights of any person, or in violation of the law. You understand that this Agreement contains many provisions regarding your own liability for your conduct, your complete waiver of any claim against us, and your indemnification of us should any aspect of your conduct give rise to a claim against us; each is important for you to understand in this regard. You agree that as a user, you are using our Services for your own purposes and that the relationship between you and us is not a joint venture or partnership nor an employment or agency relationship. We simply provide Services to you under this Agreement. You are not authorized to do anything at all on our behalf nor to tell or otherwise communicate anything to the contrary to any person under any circumstances.
7. You agree that you will not share your credentials with any other person, or through oversight or negligence, allow any other people to learn it.
8. You understand that your registration or installation of this Love Wallpaper Live Gallery App entitles you and only you to use the Services provided to you at registration or installation, and that no right or privilege or access granted to you concerning the Service can be sold, assigned, leased, given, rented, or transferred by you to any other person (or published or distributed) without our prior consent in writing. You promise that you will not do or attempt to do any of these things.
9. You agree that you will co-operate with us in any reasonable investigation that we may conduct concerning the use of the Services by you or any other person. You will provide

us with accurate, truthful, and complete statements, information, correspondence, records, and/or documents, promptly upon our request, and if asked to do so, you will provide it under oath.

10. You agree to tell us when you want to call it quits and terminate your active participation in the Services we provide by canceling your registration at this link and or Love Wallpaper Live Gallery App. Some of your obligations under this Agreement will continue after termination as provided in this Agreement.

11. By posting your photograph and personal profile here, you voluntarily attract the attention and interest of many persons, and you thereby ask them to comment or evaluate. You agree to waive any claims against anyone operating or using this Service for defaming you or for portraying you in a false light, for insulting you, or for bringing private facts any of them might know about you to public knowledge or to the knowledge of any other person, for hurting your feelings, and for intentional infliction of emotional distress upon you. Simply put, you are most sincerely advised not to disclose anything about yourself in our Services – even in messages - that you don't want to be known publicly – and that you should not use our Services at all unless you have a very thick skin.

12. Categories of usage and Charges:

- a. When you join as a free users you agree to the terms of this Agreement, but you do not agree to pay us any usage subscription fee. The terms of this Agreement remain in effect until it has been terminated in conformity with its provisions.
- b. This Agreement adopts and incorporates the schedule of Premium usage prices, the descriptions of the duration of the usage Subscription Period, and the description of Premium usage benefits as they are published and described in our Upgrade Page at the time that you enter into this subscription. It also adopts and incorporates each and every change that may be made to that schedule at the time that such changes may become effective.
- c. We will offer several categories or tiers of Premium Membership and may also include different, special categories of membership.
- d. When you subscribe to a Premium Membership, you do so under an initial discounted or promotional plan by which you pay a reduced price for an Initial Membership Subscription Period, which may be shorter than a Regular Membership Subscription Period. When you subscribe under such a plan, you

agree to pay us, at the time when your Initial Membership Subscription Period ends, at the normal, non-discounted, non-promotional, higher, price ("the Normal Rate") for the next Regular Membership Subscription Period and to do so again on a recurring and periodic basis when that and all subsequent Regular Membership Subscription Periods end, unless this Agreement has earlier been effectively terminated in conformity with its provisions. You agree to pay us by means of automatic credit card rebilling on a recurring, periodic basis, at the then-effective Normal Rate for your category of Premium Membership then-published on our Upgrade Page with respect to a regular Membership Subscription Period recurring at the end of an Initial Membership Subscription Period.

- e. We may change the categories of Premium Membership over time in ways that may affect the duration of Regular Membership Subscription Period, the Normal Rate, and the particular services which are provided for category, just as any other term in this Agreement may be changed in conformity with the provisions of Section A of this Agreement. The cost of your Premium Membership will not be increased nor the Services provided to you categorically decreased so as to become effective until your current Membership Subscription Period comes to an end.
  - f. You authorize us to charge you (by means of on the credit card account by which you paid for your initial Membership subscription fee) for your initial Membership Subscription Period and thereafter, periodically and on a recurring basis, to charge the same account, by means of automatic credit card rebilling, at the Normal Rate for your category of Premium Membership then-published on our Upgrade Page with respect to recurring billing after the end of any Initial Membership Subscription Period, even if the Normal Rate has been increased from the current Normal Rate in conformity with the terms of this Agreement, and to do so again on a periodic and recurring basis when each subsequent Membership subscription period ends, until or unless this Agreement has earlier been terminated pursuant to its provisions.
13. Each Refund request will be reviewed on a case by case basis to determine the best course of action pursuant to the customer issue. Should a refund be issued, all refunds will be credited solely to the payment method used in the original transaction. In addition to paying the published price, you are responsible for paying all applicable taxes in connection with the purchase of the Membership subscription.
14. If you incur any additional charges beyond those provided as part-and-parcel with your level of Premium Membership, you agree to pay or have paid all fees and charges

incurred in connection with your Membership with the Service (including any applicable taxes) at the rates in effect when the charges were incurred.

15. You also are solely responsible for any fees or charges incurred to access our Services through an Internet access provider or other third party service, including but not limited to telephone charges.
16. You, and not we, are responsible for paying any amounts billed to your credit card by a third party, which were not authorized by you.
17. You represent and warrant to us that you are authorized to charge transactions on the credit card you used to purchase your Membership subscription. You understand that we can sue you and take any other lawful collection action should you defraud us in this regard or should you fail to pay your Membership subscription charges as they are incurred. You also agree that we shall have the right to recover our reasonable attorney's fees and court costs associated with such a lawsuit.'

## EXECUTION

You agree by creating installing this Love Wallpaper Live Gallery App, you intend that act to have effect as your signature and to bind you by that digital signature for all purposes in law as though you had manually signed your signature to the Agreement on paper with ink. You intend, by so clicking, that each of the representations contained in this Agreement and made to us are made by you under oath and under the penalty provided in law for perjury and/or false swearing. You know and acknowledge that such an act creates a contract, the violation of which imposes a financial liability upon you. You also know that in accepting this Agreement, you make a sworn statement, the knowing untruthfulness of which may result in the imposition of a criminal penalty upon you. Similarly, you agree that by each subsequent access you may have to the Service provided by the Love Wallpaper Live Gallery App, including, without limitation, your use of a username/password assigned by it to you, your use of any email or instant chat service provided by it to you, and your posting of any photograph or data to the Love Wallpaper Live Gallery App, you intend that act also amount to your digital signature and to have the same effects and consequences as your click below in acceptance of this Agreement, as it then exists.