

BAATO Terms of Services

Kathmandu Living Labs Consult Private Limited

Updated: 15th September, 2020

BY INTERACTING IN ANY WAY WITH THE KATHMANDU LIVING LABS CONSULT PRIVATE LIMITED'S BAATO API SERVICES, INCLUDING, BUT NOT LIMITED TO, REQUESTING CREDENTIALS OR MAKING API CALLS, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("YOU") UNCONDITIONALLY CONSENT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("TERMS") OF THIS DOCUMENT ("AGREEMENT").

Description of Service

Kathmandu Living Labs Consult ("KLLC") develops, sells and manages the Baato Services ("Baato"), a web-based service that provides responses to correctly formatted requests for location, map tiles, addresses and other related information (the "Service"). "Responses" include any response or a collection of responses to a call to Baato's servers from a mobile device or website that may include: (i) location data (address, latitude, longitude, map tiles and other variables related to the location); or (ii) responses that may indicate the Service was unable to serve the request.

License Grant

Subject to your ("Licensee") full compliance with all of the Terms and Conditions of this Agreement, KLLC grants the Licensee a non-exclusive, revocable, non-sublicensable, non-transferable license to use the Baato application program interface and other materials provided by KLLC (collectively, "API") to develop, reproduce, display and distribute applications, websites and/or services (collectively "Applications") that interoperate with the Service. Licensee may not use the API for any other purpose without KLLC's prior written consent.

Developer API Token

In order to access the API, you must register for a unique API key (the "Token") from KLLC's Baato website. You will be issued the Token for accessing the API and managing your account. You may only access the API with the Token issued to you by KLLC. Access may not always be available. You may not sell, transfer, sublicense or otherwise disclose your Token to any other party. You are responsible for maintaining the secrecy and security of your Token. You are fully responsible for all activities that occur using your Token, regardless of whether such activities are undertaken by you or a third party. You are responsible for maintaining up-to-date and accurate information (including a current email address and other required contact information) for your

account. KLLC may discontinue your access to the API if such contact information is not up-to-date and/or you do not respond to communications directed to it.

API Modifications

KLLC reserves the right to modify the Service and the API, and to release subsequent versions of the API. You may be required to use the most recent version of the API in order to maintain functionality of your Application with the Service. KLLC reserves the right to change the fee structure for the API (or additional features or functionality) in the future.

Monitoring Usage

You agree to provide us with access to your Application and/or other materials related to your use of the API as reasonably requested by us to verify your compliance with this Agreement. You agree that we may monitor your Application's usage of the API and you agree not to block or interfere with such efforts.

Usage Limitations

KLLC may limit the number of network calls that your Application may make via the API, or anything else about the API and the Responses it accesses, as KLLC deems appropriate, in its sole discretion. In addition, KLLC may change usage limitations at any time. In addition to its other rights under this Agreement, KLLC may utilize technical measures to prevent over-usage and/or stop usage of the API by an Application after any usage limitations are exceeded.

Location Data

By using the Service, you agree and consent to KLLC's and its partners' and licensees' transmission, collection, maintenance, processing and use of your Responses data to provide and improve the Service and other location-based products and services. Location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. KLLC cannot guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data provided by the Service at all times.

Unique Device Information

If an Application uses unique device information (e.g. IMEI, IMSI) to authenticate with KLLC's servers, KLLC will ensure that such data is only used in conjunction with the intended use of the Application. KLLC will not disclose any unique device information for

any other purpose, or disclose such information to any person, without the prior written approval of the Licensee.

Acceptable Use

You will not, and will not attempt to, misuse the Service to do the following things:

- collect any request-response pairs from the Service other than for temporary caching, without the express written permission of KLLC. If you have a free account, you can cache request-response pairs from the Service for up to 48 hours. If you are a customer, you can cache request-response pairs for 48 hours;
- pre-fetch, index, store, or cache any content except as stated in this Agreement;
- mine or attempt to mine the data maintained by KLLC for the Service;
- alter, modify, or reverse engineer (including for the purpose of reverse engineering, disassemble, decompile, determine the source code or protocols, or trace the execution of) the Service;
- allow any third-party to have access to the Service or to have the benefit of any other right of Licensee under this Agreement, unless otherwise agreed to by KLLC in writing;
- make any representations or statements of any kind in respect of KLLC or the Service that are to its best knowledge untrue, inaccurate, incomplete, misleading, not consistent with the Service or otherwise contrary to the interests of KLLC, or otherwise in breach of this Agreement;
- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, or KLLC's (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means (for example, "scraping") other than our publicly supported interfaces;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- impersonate or misrepresent your affiliation with any person or entity;
- violate the law in any way, or to violate the privacy of others, or to defame others.

Support and Upgrades

KLLC has no obligation to provide you or your users with support, software upgrades, enhancements or modifications to the API. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Application. KLLC may redirect users and potential users of your Application to your email address on your account for purposes of answering general Application inquiries and support questions.

Termination

KLLC may terminate your access to all or any part of the Service at any time, with notice, which may result in the forfeiture and destruction of all information associated with your membership. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. If you wish to terminate your account, you may do so by contacting KLLC support staff. KLLC does not give prorated refunds for unused time if you cancel during the middle of a billing cycle.

Severability

In the event that any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Terms or provisions of this Agreement (and KLLC's Privacy Policy) and it is deemed that such term or provision to the extent invalid, illegal or unenforceable, had never been contained in this Agreement (and KLLC's Privacy Policy).

Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE API AND THE SERVICE IS AT YOUR SOLE RISK. THE API AND THE SERVICE ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KLLC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. KLLC DOES NOT WARRANT THAT (i) THE API OR THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE OPERATION OF THE API OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT KNOWN OR DISCOVERED ERRORS WILL BE CORRECTED; OR (iii) WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE; OR (iv) WILL MEET YOUR EXPECTATIONS.

3. KLLC IS NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API OR THE SERVICE, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KLLC'S EMPLOYEES OR AGENTS, OR THROUGH OR FROM THE USE OF THE API OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Indemnity

You agree to indemnify and hold KLLC, its subsidiaries, affiliates, directors, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of the API, your Application, any violation of this Agreement or any other actions connected with your use of or interaction with, or the Application's use of or interaction with, the Service. In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for you, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KLLC, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF KLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THE API; (ii) UNAUTHORIZED ACCESS TO, OR THE LOSS, CORRUPTION OR ALTERATION OF, YOUR APPLICATION, TRANSMISSIONS, CONTENT OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (iv) KLLC'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (v) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION OR THE ACCOUNT INFORMATION OF ANY USER OF YOUR APPLICATION; (vi) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (vii) THE TERMINATION OF

AVAILABILITY OF THE API OR THIS AGREEMENT; OR (viii) ANY OTHER MATTER RELATING TO THE API; OR (ix) FORCE MAJEURE EVENT CAUSED TO THE EXTENT BY CIRCUMSTANCES BEYOND REASONABLE CONTROL, INCLUDING ACTS OF GOD, NATURAL DISASTERS, TERRORISM, RIOTS, OR WAR.

Export Controls

The Licensee acknowledges that Applications using the Service may be subject to export restrictions. Licensee will fully comply with all applicable export license restrictions and requirements. Licensee will procure any necessary governmental authorizations, including any necessary licenses, approvals, permissions, or consents, where necessary for exportation of Applications using the Service. Licensee will indemnify and hold KLLC harmless for any violation or alleged violation of any export control regulations by Licensee.

Miscellaneous

The Agreement encompasses the entire agreement between you and KLLC regarding the subject matter discussed therein. The Agreement, and any disputes arising from or relating to the interpretation thereof, will be governed exclusively by and construed in accordance with the following: (a) if Licensee is located in Nepal, this Agreement will be governed exclusively by and construed in accordance with the laws of Nepal; (b) if Licensee is located in any part of the world other than Nepal, this Agreement will be governed exclusively by and construed in accordance with the laws of Nepal. The failure of KLLC to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. The failure of either party to exercise in any respect and right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining Agreement will otherwise remain in full force and effect and enforceable. The Agreement is not assignable, transferable or sublicensable, in whole or in part, by you except with KLLC's prior written consent. KLLC may assign the Agreement, in whole or in part, at any time with or without notice to you. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Proprietary Rights

The Licensee hereby acknowledges and agrees that the Service is and shall remain the exclusive property of KLLC and that notwithstanding the rights and licenses granted to the Licensee hereunder, KLLC retains all rights, title and interest it owns in and to the Service. Any improvements or modifications made to the Service, whether made or suggested by KLLC or the Licensee, shall be the exclusive property of KLLC. The Licensee agrees that it shall not use or permit other entities who have not entered written license arrangements with KLLC to use the Service for any purpose of creating,

improving or otherwise assisting in the development of a system which performs or may perform functions similar to, or competitive with, the Service.

Feedback

While we appreciate it when users send us feedback, please be aware that we may, at our discretion and for any purpose, use, modify, incorporate into our products, license and sublicense, any feedback, comments, or suggestions you send us without any obligation to you.

Publicity

We're proud to have you, the Licensee, as a customer. During the term of this Agreement, you hereby grant us a worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license to use your trademarks, service marks, and logos for the purpose of identifying you as a KLLC customer to promote and market our services. But if you prefer we not use your logo or name in a particular way, let us know, and we will respect that choice.

Trademarks

The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of Nepal, and foreign countries. These Terms do not grant you any rights to use the KLLC trademarks, logos, domain names, or other brand features without the prior written consent of KLLC.

Modifications to the Agreement

KLLC reserves the right to modify or revise the Agreement at any time. You should visit our website periodically to review the Agreement and check for updates. Your continued use of the API after the effective date of any such changes will constitute your acceptance of and agreement to such changes. IF YOU DO NOT WISH TO BE BOUND TO ANY NEW TERM, YOU MUST TERMINATE THE AGREEMENT BY IMMEDIATELY CEASING THE USE OF THE API.

Contact

You may contact KLLC at support@baato.io or in writing at the following address:

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