

# Terms of Use of [Room Book Plus]

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy (as defined below) and terms and conditions or user agreement for access or usage of the Services (defined hereinafter) available at the domain name [hdvc.in.panasonic.com] as well as the software and application [Room Book Plus] ("**Platform**"), owned and operated by [Panasonic India Private Limited], a company incorporated under the laws of India ("**Company**", "**we**" or "**us**").

Please carefully go through these terms of use ("**Terms**") and the privacy policy available at [hdvc.in.panasonic.com] ("**Privacy Policy**") before you decide to access the Platform. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you (if registering as an individual) or the entity you represent (if registering as a business) ("**End Users**", "**User**" or "**you**"), and the Company in connection with your visit and use of the Platform and use of Services (as defined below).

## General

### 1.

#### 1. Platform

- The Platform provided by the Company, (hereinafter referred to as "[Room Book Plus]") serves as a one-stop solution for providing cloud based video conferencing services to the User in the nearby areas. Further, the Platform provides the Users with a platform for connecting with the different Users required for virtual conference meetings. [The Platform may be used by Users to connect with, and for conducting virtual conference meetings more particularly detailed in Annexure A herewith ("**Services**")].
- **CUSTOMER DATA:** For providing its Services, [Room Book Plus] shall host data and information. [Room Book Plus] will not review, share, distribute, or reference any such End User data except as provided in the Terms, or as may be required by law. Individual records of End User data may be viewed or accessed only for the purpose of booking appointments, sharing documents/records with the relevant Users of the meetings resolving a problem, support issues, or suspected violation of the Terms, or as may be required by law. If the appointments are booked through the Platform, the user name and phone number would be shared for operational purposes. The information in relation to End User shall be kept confidential with such information being accessible only by [Room Book Plus]. We would take

all reasonable precautions for maintaining confidentiality of data of the Users.

- [Room Book Plus] can be reached, for all questions and directions related to these Terms, by:
  - a. Sending a letter marked to the attention of [Panasonic India Pvt Ltd,(System Solution Division), 12<sup>th</sup> Floor, Ambience Island, NH8, Gurgaon 122002,Haryana India.
  - b. Sending an email to [sales.hdvc@in.panasonic.com].
- 2. Eligibility
  - You (if registering as a business, all individual users belonging to you; the same shall apply hereinafter) must be 18 (eighteen) years of age or older to register, use this computer resource, or visit or use the Platform in any manner. By registering, visiting the Platform or accepting this Agreement, you represent and warrant to the Company that you are 18 (eighteen) years of age or older, and that you have the right, authority and capacity to use the Platform and agree to and abide by this Agreement.
  - The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
    - a. the Indian Contract Act, 1872,
    - b. the (Indian) Information Technology Act, 2000, and
    - c. the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules** ”).
  - A condition of the User’s use of and access to the Platform and to the Services is the User’s acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave the Platform immediately and immediately discontinue use of all other Services.
  - [Room Book Plus] Recommends that the User must read the Terms carefully. Use of Services by the User on the Platform means You are consenting to this Agreement.
  - [Room Book Plus] authorizes the User to view and access the content available on or from the Platform only as per this Agreement. The contents of the Platform, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Platform (collectively, “[ Room Book Plus] **Content**”), are the property of the Company and are protected under copyright, trademark and other laws. User shall not modify the [Room Book Plus] Content or reproduce, display, publicly perform, distribute, or otherwise use the [Room Book Plus] Content in any way for any public or commercial purpose or for personal gain. Multiple people are not permitted to share the same/single log-in.

1. The Platform provides the Users, facility to (i) create and maintain an account 'User Account', (ii) to schedule and start Meetings and to allow Participants to join meetings for the purpose of collaborating using voice, video, and screen sharing functionality.
2. Upon the receipt of License Fee (defined in below) by the Company, during the term of this Agreement, the Company will grant you a non-exclusive, non-sub licensable, non-transferrable, royalty-bearing and limited license to use the Service under the limitation provided in the applicable License Conditions (defined in below), and will activate the license for your account as per such License Conditions ("License"). Upon the expiration of the license period of each License, such License shall be automatically renewed at same License Conditions, unless either Party provides the other Party with a notification of the cancelation for the automatic renewal of License or the request of modification for License Conditions at least thirty (30) days prior to such expiration.
3. Each License shall be subject to the limitations and conditions (including, but not limited to license period, territory, number of users, price of fee for this License, due date of payment etc.) which is separately agreed by the Parties ("License Condition"). For the purpose of management of transaction for each License, the Company may, at its sole discretion, assign the third party as a distributor for such License from time to time ("Distributor"). Each License Condition will be offered by the Company to the User through the Distributor or on the Platform. In the event that the User wishes to purchase the License as per such License Condition, the User shall issue the purchase order and furnish it to the Distributor or on the Platform. The Company will receive such purchase order from Distributor or through the Platform, and will provide the User with the notification whether such purchase order is acceptable or not. Upon the notification of acceptance for such purchase order by the Company, such License Conditions shall be regarded as agreed by the Parties.
4. The License Fee shall be due on the due date defined in the License Condition, and the User shall pay the License Fee to the Company in accordance with the payment method defined in such License Condition. The User acknowledges and agrees that any License will not be granted and activated unless the License Fee is received by the Company as per the applicable License Conditions.
5. The Company makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by Company's employees. The Company is not responsible for transmission errors, corruption of data.

The Platform may not be used for illegal purposes. The Information and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the

Platform, the Information, or Services. You may not use any automated means (such as a scraper) to access the Platform, the Information, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access his or her [*User Account*] profile/ account. Any attempt by any individual or entity to solicit login information of any other user or to access any such account is an express and direct violation of this Agreement and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

6. Notwithstanding anything to the contrary contained herein, End User alone shall be liable for User's dealings and interaction through the meetings using the Platform (as the case may be) contacted or managed through the Platform and the Company shall have no liability or responsibility in this regard. The Company does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the Information or detail provided by such client, or any third party through the Platform.
7. The data/content/ records of the End User would be accessible to Company and [Room Book Plus] for the purposes of allowing login access to the user and fetching utilization reports.
8. [Room Book Plus] may, at its sole discretion, suspend User's ability to use or access the Platform at any time while [Room Book Plus] investigates complaints or alleged violations of this Agreement, or for any other reason. [Room Book Plus] has the right to edit profiles of End Users. If End Users find any wrong information on the Platform in relation to such End User, they can send an email to [insert email address] for modification of the same.

#### Risks of using the Services

1. There are potential risks associated with using the Services. By using the Company's Services, you agree to abide by this Agreement, Privacy Policy and risks described below. These risks include, but may not be limited to:
2. Beta Services. Company may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Company makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk
3. NO HIGH RISK USE . The Services are 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. The Services shall not be used for or in any HIGH RISK environment

#### Your Profile, Collection, Use, Storage and Transfer of Personal Information

1. Your [Room Book Plus] profile is created to store record of your credentials as authorised User.
2. You agree to provide accurate information to help us serve you best to Our knowledge, to periodically review such information and to update such information as and when necessary.

The Company reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by you for Company's record or for Services. Please make sure you provide a valid email-id and you update it as and when needed.
3. For additional information regarding use of information about you, please refer to Our Privacy Policy.
4. The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the Privacy Policy located at [[hdvc.in.panasonic.com](http://hdvc.in.panasonic.com)].
5. The Privacy Policy sets out:
  - i. The type of information collected from Users, including sensitive personal data or information;
  - ii. The purpose, means and modes of usage of such information; and
  - iii. How and to whom the Company will disclose such information.
6. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
  - i. the fact that the information is being collected;
  - ii. the purpose for which the information is being collected;
  - iii. the intended recipients of the information;
  - iv. the name and address of the agency that is collecting the information and the agency that will retain the information; and
  - v. the various rights available to such Users in respect of such information.
7. The Company shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to the Company or any other person acting on behalf of the Company.
8. The use of the Platform involves every End User's registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by the Company from End Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.
9. The User is responsible for maintaining the confidentiality of the User's account access information and password. The User shall be responsible for all uses of the User's account and password, whether or not authorized by the User. The User shall immediately notify the Company of any actual or suspected unauthorized use of the User's account or password.
10. If an End User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or

incomplete), or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate such account at its sole discretion.

#### Covenants

As mandated by Regulation 3(2) of the IG Rules, the Company hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that —

- belongs to another person and to which the User does not have any right to;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

The User is also prohibited from:

- i. violating or attempting to violate the integrity or security of the Platform or any [Room Book Plus] Content;
- ii. transmitting any information (including job posts, messages and hyperlinks) on or through the Platform that is disruptive or competitive to the provision of Services by the Company;
- iii. intentionally submitting on the Platform any incomplete, false or inaccurate information;
- iv. making any unsolicited communications to other Users;
- v. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Platform;
- vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Platform;
- vii. copying or duplicating in any manner any of the [Room Book Plus] Content or other information available from the Platform;
- viii. framing or hotlinking or deeplinking any [Room Book Plus] Content.
- ix. The Company, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in section 11.2

below, shall be entitled to disable such information that is in contravention of section 5.2. Company shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

- x. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, the Company has the right to immediately terminate the access or usage rights of the User to the Services and to remove noncompliant information.
- xi. The Company may disclose or transfer End User Information (as defined in the Privacy Policy) to its affiliates in other countries, and you hereby consent to such transfer. The SPI Rules only permit the Company to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by the Company as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between the Company or any person on its behalf and the user or where the User has consented to data transfer.

#### Liability

1. The Company shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by the Company, where the User has consented to the making of disclosures by the Company. If the User had revoked such consent under the Privacy Policy, then the Company shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by [●] prior to its actual receipt of such revocation.
2. The User shall not hold the Company responsible or liable in any way for any disclosures by [Room Book Plus] under Regulation 6 of the SPI Rules.
3. The Services provided by the Company or any of its licensors or providers are provided "as is," as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). The Company does not provide or make any representation, warranty or guarantee, express or implied about the Platform or the Services. The Company does not verify any content or information provided by End Users on the Platform and to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Platform, the Services, the [Room Book Plus] Content.
4. The Platform may be linked to the website of third parties, affiliates and business partners. The Company has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through Our Platform. Inclusion of any link on the Platform does not imply that the Company endorses the linked site. User may use the links and these services at User's own risk.
5. The Company assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Platform or the downloading of any

material, data, text, images, video content, or audio content from the Platform. If a User is dissatisfied with the Platform, User's sole remedy is to discontinue using the Platform.

6. In no event, including but not limited to negligence, shall the Company, or any of its directors, officers, employees, agents or content or service providers (collectively, the "**Protected Entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Platform or the content, materials and functions related thereto, User's provision of information via the Platform, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for provision of or failure to provide all or any service by an End User to any of its client or patient contacted or managed through the Platform. In no event shall the Protected Entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Platform. In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms or a User's use of the Platform exceed, in the aggregate Rs. 1,000/- (Rupees One Thousand only).
7. In no event shall the Protected Entities be liable for failure on the part of the End Users to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Protected Entities be liable for any comments or feedback given by any of the Users in relation to the Services.
8. The User may share his/her historical/ background/personal data during interaction in the meetings. The User undertakes to share such information at his/her own risk. The Company reserves the right to retain such information for the purpose of providing Service to the User.
9. The Company disclaims any liability in relation to processing any request for booking any appointment or conducting of any meetings by the End User using the Platform.

#### Indemnity

1. User agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Platform, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity. The Company will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

#### Term, Termination and Disputes

1. This Agreement will remain in full force and effect while the User is a user of the Platform in any form or capacity.
2. The User can terminate his/her/its membership with the Platform at any time by providing 30 (thirty) days' prior written notice to [sales.hdvc@in.panasonic.com]. We need this period to inactivate User's account, only after verifying if there are any ongoing or pending Services or payments. The Company may want the User to continue until the completion of an on-going Service should the situation warrant. Company may terminate the agreement by giving prior written notice/intimation to the User

The User shall be obligated to pay the Company for any Services which the User has procured.

3. [Room Book Plus] reserves the right to terminate any account in cases:
  1. A User breaches any terms and conditions of these Terms or Privacy Policy;
  2. The Company is unable to verify or authenticate any information provide to the Company by a User; or
  3. The Company believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for the Company or are contrary to the interests of the Platform.
4. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Platform under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Platform by such User. The User shall ensure that he/she/it has continuous backup of the Services the User has rendered in order to comply with his/her/its record keeping process and practices.
5. Return of User's Data : Upon request by a User made within 30 (thirty) days after the effective date of termination of a Services subscription, the Company will make available to the User for download a copy of such User's data in comma separated value (.csv) format. After such 30 (thirty) days period, The Company shall have no obligation to maintain or provide any of such User's data and shall thereafter, unless legally prohibited, delete all User's data in its systems or otherwise in its possession or under its control. Provided, that the Company will not own any responsibility in case the data is lost due to any inadvertent technical failure.
6. [Room Book Plus] reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Platform and immediate termination of the User's account with or without ability to access the Platform and the other Services, upon any breach by the User of this Agreement or if the Company is unable to verify or authenticate any information the User submits to the Company, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for the Company to provide the Services to the User.
7. This Agreement and any contractual obligation between the Company and User will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Delhi.

8. [All disputes will be subject to arbitration in Delhi in English by a single arbitrator appointed by the Company under the Arbitration and Conciliation Act, 1996.]
9. Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

#### **Severability & Waiver Contact Information**

1. 9.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

#### Contact Information

1. 10.1 If any User has any question, issue, complaint regarding any of our Services, please contact our customer service at [sales.hdvc@in.panasonic.com].
2. 10.2 If a User has any questions concerning [Room Book Plus], the Platform, this Agreement, or anything related to any of the foregoing, [Room Book Plus] can be reached at the following email address - [insert email address].

#### Change to Terms

1. 11.1 The Users acknowledge that these Terms are part of the terms of use and unconditionally agree that becoming a User of the Platform and its Services signifies their assent to these Terms. User's visit and any dispute over privacy is subject to the Privacy Policy and these Terms. We may update these Terms at any time, with or without advance notice. In the event there are significant changes in the way [Room Book Plus] treats User's personally identifiable information, a notice will be displayed on the Platform or We may send Users an email, as provided for above. Unless stated otherwise, these Terms apply to all information that [Room Book Plus] has about Users and their account.
2. 11.2 If a User uses the Service after notice of changes have been sent to such User or published on the Platform, such User hereby provides his/her/its consent to the changed practices.

#### Annexure A

##### Services Description

Room Book Plus is a cloud-based video conferencing & collaboration service accessible through web, mobile and desktop applications. Each license allows you to host meetings with multiple participants from your phone & laptop with multiple features like screen sharing & whiteboard.