

## Terms and Conditions

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS TERMS AND CONDITIONS (“T&C”) DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE PRODUCT – **BOOM**.

For all practical purposes, irrespective of the version nomenclature, the base product name will be used as “Boom” in the T&C. Boom includes mobile software and associated media and may include printed materials, and may include “online” or electronic documentation collectively called as ‘App’, ‘Software’ or ‘Software Product’.

This is a legal document between you (either an individual or an entity, herein referred to as ‘USER’) and Global Delight Technologies Pvt. Ltd., (herein referred to as ‘Company’). By installing, copying, downloading, or otherwise using the App, USER acknowledges that USER has read this T&C, that USER understands it, and USER agrees to be bound by the T&C. USER can install the App on a Portable/ Mobile/ Detachable device or Home Computer or on a Workstation, collectively called as ‘Mobile’, ‘Computer’ or ‘System/ Systems’.

“Use” means downloading, installation, copying, storing, executing, loading, searching, displaying or otherwise using the Software.

“Content” means audio, video or image files such as music videos, music, songs, podcasts, audio books, cover artwork, movies, streaming services, etc.

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  - (e) Transmit or attempt to transmit the Software over any network or between any devices unauthorizedly, enabling use of the Software on multiple Systems;

- (f) USE the Software for transmission of any viruses, worms, defects, trojan horses or other malicious code or items of a destructive nature; or
- (g) USE the Software for any unlawful, copyright infringement, harassing, abusive, criminal or fraudulent purposes.

**5. Update, Upgrade, Maintenance, Data:** The Company may from time to time issue updates or upgrades of the Software, including on different application platforms. As part of necessitating an update/upgrade and maintenance or fraud detection with regards to the Software, Company may collect user information such as User's System information and/or User related information. Company undertakes to store such information securely in an encrypted form and take all reasonable measures to prevent any unauthorized use of such information.

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**6. Age Factor:** USERS below 18 years of age should receive parental or guardian guidance related to downloading and using the Software. If USER is below eighteen years of age, Company assumes that USER has obtained necessary permission or guidance before downloading or using the application and that USER's parents or guardian have no objection in this regard and have read and understood the T&C and have accepted the Terms and Conditions and Terms of Use on behalf of USER. In certain countries, the minimum age for downloading, installing or using digital Software may vary subject to local laws and the Company assumes that the USER has made an informed and legal decision.

**7. Risk:** Boom is intended to be used as a personal utility tool. Boom enhances the system audio output volume by using proprietary algorithms. The volume output, when synthesized through Boom, increases the system audio output to the best possible level and enhances the audibility of the audio. The Software has been designed and thoroughly tested by the Company to get the optimum audio output levels which under normal usage do not cause any damage to the sound hardware of the System or headphones or other audio accessories. USER is solely responsible for all the actions and results related to the use of this Software.

**8. Limited Warranty:** The Software is provided "As Is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. USER bears all risk relating to the use of the Software. If the Software does not

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**9. Customer Remedies:** Company offers online support for this Software, pre and post sale. The nature of support can be free or on payment basis and the option of switching from free or on payment basis may be amended without prior notice, at the discretion of the Company. Company will try to resolve the issues arising from this Software. USER will cooperate with the Company Support team for investigation of issues. This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication or violating the Terms of Use.

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**11. No Liability:** In no event shall the Company be liable to the USER for any loss, damages, claims or costs whatsoever including any special, consequential, indirect or incidental damages, any lost profits or lost savings, lost data, loss of privacy, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party arising out of the use or inability or inappropriate use of the Software, even if the Company has been advised of the possibility of such loss, damages, claims or costs in advance.

**12. Legal Terms and Restrictions:**

(a) The Software and its associated documents are exported from India. This T&C is expressly made subject to any Laws, regulations, orders, or other restrictions on the export from India, of the Software or information about such Software, which may be imposed from time to time by the Government of India. USER shall not export the Software and its associated documents or any information thereof without the written permission from the Company.

(b) T&C shall be governed, construed and implemented by the laws of India without giving effect to conflict of laws principle. All disputes under T&C shall be subject to the exclusive jurisdiction of the courts in Udupi District, Karnataka State, India

(c) No failure to enforce any term of this T&C shall constitute a waiver of such term.

(d) USER shall not assign its obligations hereunder in whole or in part without the prior written approval of the Company.

(e) If any part of this T&C is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this T&C shall not be affected and same shall remain in effect.

**13. Complete Agreement:** This T&C is the complete and exclusive statement of the agreement between the Company and the USER with respect to the subject matter, and supersedes and voids any proposal prior or agreement to this T&C, oral or written, and any other communications between the Parties.

**14. Amendments:** Company may, at any time, and at its sole discretion update/modify the Terms and Conditions without any notice to the User. The most current version of the Terms and Conditions shall be applicable.

If the USER has any queries with respect to the above terms and conditions, please write to the Company at [info@globaldelight.com](mailto:info@globaldelight.com) or visit our Website <http://www.globaldelight.com> for contact information.

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