

Terms of use

Last updated: 1st Jan 2018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE ONLINE PLATFORMS

1. User's Acknowledgment and Acceptance of Terms

NewsGate App Pvt. Ltd. ("NewsGate", "CryptoControl", "Us," or "We") provides the website cryptocontrol.io ("Website"), CryptoControl mobile applications for iOS, Android, Windows, and other platforms ("Applications," each one of them separately will be referred to as "Application"), and various related services (collectively, the Website, Applications and related services, including any updates and new versions, will be referred to as the "Services") to you, a person downloading any of our Applications, or otherwise accessing or using our Services ("User," or "you"), subject to your compliance with all the terms and conditions contained in this Terms and Conditions of Use of CryptoControl Applications and Website ("Terms of Use"), as well as our Privacy Policy, which is hereby incorporated and made part of these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS, DOWNLOADING AN APPLICATION, USING OR ACCESSING OUR SERVICES, OR ACCESSING ANY CONTENT THROUGH OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, YOU HAVE NO RIGHT TO USE OR ACCESS ANY OF OUR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR ACCESS TO OR USE OF ANY OF OUR SERVICES.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, and employees.

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, text, documents, photos, video, graphics, music, sounds, and other materials that can be viewed by Users using our Services.

IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 17.

2. Description of Services

We make various services available on our Website and in Applications including, but not limited to, news aggregation, news personalisation, email digests, push notifications, and other like services. You are responsible for providing, at your own expense, all equipment necessary to use the Services, including a computer or mobile device, and Internet

access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

CryptoControl is not obligated to maintain, support, update or upgrade any or all of the Services or any part thereof. We reserve the sole right to either modify or discontinue the Services, or any of the features, at any time without notice to you. We will not be liable to you or any third party should we exercise such right. We may from time to time update any of our Services, disable access to any of our Services for any period of time or permanently in our sole discretion. We may automatically update the version of any of our Applications that you are using on your mobile device, and you agree to have such automatic updates on your mobile device. Any new features that update, augment or enhance the Services shall also be subject to these Terms of Use.

3. Registration

In order to access some of the Services, you may be required to use an account and password that can be obtained by completing our registration form, which requests certain information ("Registration Data"). By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information in order to keep it current, complete, and accurate. You are responsible for maintaining the confidentiality of your Registration Data and password.

Our Services include a tool that allows you to sign in using information from your account with a third party service, such as Facebook, Twitter, Google, or Evernote. Please be aware that such third party services are unrelated to CryptoControl, and that your use of any third party services is subject to the terms and policies of those services. If you access the Services through a third party service, you allow CryptoControl to access data in your third party service account. You represent that you are entitled to disclose your third party service account login information to us and/or grant us access to your third party service account without breach by you of any of the terms and conditions that govern your use of the applicable third party service and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.

YOU ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY SERVICE ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY SUCH THIRD PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD PARTY SERVICE ACCOUNTS.

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. You may not share your account or password

with anyone, and you agree to notify us immediately of any unauthorised use of your password or any other breach of security. The information we obtain through your use of the Services, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or CryptoControl cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting CryptoControl customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide CryptoControl with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorise CryptoControl to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, CryptoControl will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

CryptoControl, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

CryptoControl will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Certain refund requests for Subscriptions may be considered by CryptoControl on a case-by-case basis and granted in sole discretion of CryptoControl.

5. Third Party Websites and Information

You may be able to access, review, display or use third party applications, websites, services, products, content or information via our Services, or our Services may otherwise include references to content, information, documents, software, materials and/or

services provided by other parties (“Third Party Materials”). These Third Party Materials are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, validity or any other aspect of the content of such Third Party Materials, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of a link or reference to the Third Party Materials does not imply endorsement of, or association with, the Third Party Materials or the third party by us, or any warranty of any kind, either express or implied. CryptoControl shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Materials by our Users. You acknowledge sole responsibility for and assume all risk arising from your access to, use of, or reliance upon any Third Party Materials. You further assume all responsibility for any charges you may incur for accessing any Third Party Materials.

In some cases, our Services may include certain embedded tools provided and controlled by third parties and governed by the terms and policies of the third parties. You should only use these third party tools if you agree to their respective terms and policies.

6. Intellectual Property Information

By accepting these Terms of Use, you acknowledge and agree that our Services and all content presented to you through our Services is protected by copyright, trademarks, service marks or other proprietary rights and laws, and is the sole property of CryptoControl, its Affiliates, or third parties. You are only permitted to use the content as expressly authorised by the specific content provider. You acknowledge that any unauthorised use of the content accessed through our Services may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks or service marks of CryptoControl or its Affiliates: “CryptoControl” and CryptoControl logo. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of CryptoControl Inc. or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of CryptoControl or its Affiliates.

7. Unauthorised Use of Materials

Neither we nor our Affiliates warrant or represent that your use of content accessed through our Services will not infringe the rights of third parties.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your copyright, trademark or other property rights have been infringed by content posted on our Website, or accessed through our Services, you should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must:

Identify in sufficient detail the copyrighted work that you believe has been infringed upon.

Identify the content that you claim is infringing the copyrighted work that you believe has been infringed upon.

Provide information reasonably sufficient to permit us to contact you (email address preferred).

Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address preferred).

Include a statement that you have a good faith belief that the use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.

Include a statement that you swear, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed.

Sign the notification.

Send the written communication to the following address:

Designated Agent for Claimed Infringement: CryptoControl

Address: Flat 2603, Tower 4, Runwal Greens, Bhandup West, Mumbai, Maharashtra, India, 400078

Email: support@CryptoControl.com.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified content from our Services without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication according to the Digital Millennium Copyright Act.

8. Services Use Guidelines

You agree to use the Services only for lawful purposes, and not to violate the rights of third parties. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any third party, and you acknowledge and agree that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services. Any unacceptable use may result in immediate termination of your account and suspension of access to Services in the future.

You may not interfere with or disrupt the integrity or performance of our Services, any portion or content thereof, or related systems or networks, or use the Services in any way that degrades their reliability, speed or operation, or their underlying hardware or

software. In addition, you may not attempt to gain unauthorised access to the Services or related systems or networks, may not modify, translate, adapt, merge, disassemble, decompile, reverse compile or reverse engineer, or otherwise interfere with or damage any part of the CryptoControl platform, including our Website, Applications and Services, and the CryptoControl server infrastructure. You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of the Services.

9. Applications License

Each of our Applications is licensed, not sold, to you for use only under the terms of this license. We reserve all rights not expressly granted to you. Subject to your compliance with these Terms of Use, CryptoControl grants you for each of our Applications you have downloaded a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use a copy of each of our Applications on a mobile device that you own or control and to run such copy solely for your own personal or internal business purposes. You may not rent, lease, lend, sell, redistribute or sublicense our Applications. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of our Applications, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with our Applications). The terms of the license will govern any updates that replace and/or supplement the original Applications.

The license is effective until terminated by you or us. Your rights under this license will terminate automatically without notice from us if you fail to comply with any term(s) of this license or these Terms of Use. Upon termination of the license, you shall cease all use of the Applications, and destroy all copies, full or partial, of the Applications.

Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store, Windows Store, Google Play marketplace or any similar store or marketing place, you agree to comply with all applicable third party terms of the relevant App Store.

You may not use or otherwise export or re-export our Applications except as authorised by United States law and the laws of the jurisdiction in which our Applications were obtained. By using each of our Applications, you represent and warrant that you are not located in a United States embargoed country. You also agree that you will not use these products for any purposes prohibited by United States law.

10. Disclaimer of Warranties

CryptoControl MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES RENDERED. ALL OUR SERVICES AND MATERIALS ON OUR WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CryptoControl EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAWS), (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SERVICES, PRODUCTS, OR CONTENT OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

OUR SERVICES COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE ARE EXCUSED FROM LIABILITY FOR DISCONTINUATION, NON-DELIVERY, DELAY IN DELIVERY OR IMPOSING LIMITS ON THE USE OF OR ACCESS TO THE SERVICES OR ANY PART THEREOF FOR ANY REASON.

THE USE OF THE SERVICES OR THE DOWNLOADING OF EACH OF OUR APPLICATIONS OR ANY OTHER ACQUISITION OF ANY MATERIALS THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

You understand and agree that temporary interruptions of the Services may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of our Services, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user personalisation settings or communications.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL WE OR OUR AFFILIATES, OUR DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, PROFITS, USE, GOODWILL, DATA OR COST OF COVER, OR OTHER ECONOMIC ADVANTAGE, IN CONNECTION WITH THESE TERMS OF USE OR RESULTING FROM YOUR ACCESS TO, USE, INABILITY TO ACCESS OR USE THE SERVICES, OR ACCESS TO, USE, OR RELIANCE UPON ANY THIRD PARTY MATERIALS ACCESSED THROUGH OUR SERVICES, INCLUDING ANY DEFAMATORY, INFRINGING, OFFENSIVE OR ILLEGAL CONTENT, HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR SERVICES OR OF ANY WEBSITE OR MATERIALS REFERENCED OR LINKED TO THROUGH OUR SERVICES.

12. Indemnification

You agree to defend, indemnify, and hold us and our Affiliates, as well as our agents, partners and licensors harmless from and against all liabilities, claims, damages, losses, costs and expenses, including without limitation attorney's fees, that arise from your use, inability to use, or misuse of our Services or your violation of these Terms of Use, any applicable laws, rules or regulations. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

13. Participation in Promotions

From time to time, our Services may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products through our Services. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

14. International Use

Although our Services may be accessible worldwide, our Services are controlled and operated within India. We make no representation that content or materials available through our Services are appropriate or available for use in locations outside India, and accessing them from territories where their contents are illegal is prohibited. If you choose to access our Services from a location outside the India, you are responsible for compliance with applicable laws, including local laws regarding online conduct and content and Indian export laws and regulations.

15. Termination of Use

You acknowledge and agree that we may, in our sole discretion, limit, terminate or suspend your account or your access to all or part of our Services without notice to you and for any reason, including, without limitation, violation of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating our relationship with you and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the Services immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information in your account and/or bar any further access to such information or our Services. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

16. Modification

We expressly reserve the right to change these Terms of Use at any time without notice to you in our sole discretion. The Terms of Use with the most recent revisions will always

be available on our Website. Any modifications, additions or deletions to these Terms of Use shall be effective immediately upon posting. If we make material changes that we believe will substantially alter your rights, we will notify you by posting a notice on our Website. Please check these Terms of Use frequently for updates.

You acknowledge and agree that it is your responsibility to review our Website and these Terms of Use from time to time and to familiarize yourself with any modifications. If you do not agree to any modifications, you shall stop using the Services. Your continued use of our Services after such modifications have been posted on our Website will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

17. Governing Law

Our Services are controlled by us from our offices in Mumbai, India. Our Services can be accessed from India, as well as from other countries around the world.

18. Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

You agree that CryptoControl and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms of Use in connection with the Services will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. You further agree that CryptoControl and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Services.

19. Limitations Period

YOU AND CryptoControl AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS TO BE DEEMED WAIVED AND PERMANENTLY BARRED.

20. Notices

All notices to us must be sent to the attention of Customer Service at support@CryptoControl.com. We will post notices on our Website to inform you of material changes to these Terms of Use, our Privacy Policy, or other matters of importance, and the posting of such notices shall constitute notice to you at the time of posting. In addition, we may, but are under no obligation to, send notices to the email address supplied by you as part of your Registration Data.

21. Entire Agreement

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements with respect to that subject matter.

If any provision of these Terms is found to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will continue to be in full force and effect.

22. Miscellaneous

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

Our Services are not directed to individuals under 13. By accessing or using the Services you represent and warrant that you are 18 years old or older, or 13 years old or older and have a parent's or guardian's permission to access or use our Services.

CryptoControl reserves the right to monitor you for compliance with these Terms.

23. Feedback and Contact Information

We welcome any feedback, comments and suggestions for improvement of our Services. Subject to our Privacy Policy, any communications, submissions of any ideas, suggestions, documents, material and/or feedback that you transmit to us, whether by email, post, through our Services, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you hereby grant us a non-exclusive, royalty free, perpetual, irrevocable, and worldwide right and license to copy, reproduce, distribute, display, publish, translate, adapt, modify, and otherwise use, and commercially or non-commercially exploit in any manner such communications or material for any purpose regardless of the form or medium in which it is used.

Except as explicitly noted, our Services are offered by CryptoControl Inc., located at Flat 2603, Tower 4, Runwal Greens, Bhandup West, Mumbai, Maharashtra, India, 400078. If you want to provide feedback, or notice that any User is violating these Terms of Use, please contact us at support@CryptoControl.com.