

Welcome to Koo!

By using this application or any service offered by Koo, you confirm that you have read the following terms ("**Terms of Use**") and agree to be bound by them. Please read these Terms of Use carefully.

You should also read the Privacy Policy, which is incorporated by reference into these terms and conditions and available in the service. If you do not accept and agree to be bound by all of the terms and conditions including the Privacy Policy, do not use the Service. Please contact us with any questions regarding these terms and conditions.

Our Services

Koo has established a network for single people ("**Koo**") through its application ("**Koo App**"). Any person who login with Facebook account and provide permission to access their Facebook information fulfils the criteria set out in the section (Eligibility check algorithm) can become a member of Koo ("**Member**"), by paying the fee stipulated in their chosen subscription plan ("Subscription Fee"). Koo provides its Members an environment to interact with each other. Please note that Koo **does not** guarantee a match. Koo takes utmost care to screen all applicants and ensure their eligibility and suitability to join the Koo but does not make any representations about or stand guarantee to the character of its Members.

Applying for Membership

You can become a Member of Koo only through an access to your Facebook information.

You must be over 18 years of age, and legally single to be considered for membership to Koo. To be considered for membership to Koo, you must also not be in any romantic relationship. You agree to inform Koo immediately of any change in your relationship or marital status to avoid misleading other Members of the Koo. Koo reserves the right to approve or reject your application for membership without assigning any reason.

By applying to be a Member, you consent to receive communication from Koo in all forms including phone calls, emails, mailers, text messages and push notifications. This consent shall supersede any registration, or preferences set, by you with the Do Not Disturb Register (DND Register) or the National Customer Preference Register (NCPR).

By accessing and using the Service, you represent and warrant that you have the right, authority and capacity to enter into these terms and conditions and to abide by all of the terms and conditions.

Using the Service may be prohibited or restricted in certain countries, you are responsible for complying with the laws and regulations of the territory from which you access or use the Service.

Membership and Subscription

If your application for membership is accepted, Koo will create a Member profile based on the Facebook information that you provided. Your profile will be accessible to other Members, based on your privacy settings, once you become a Member by paying the Subscription Fee. The Subscription Fee paid is non-transferrable. By becoming a Member, you consent to continue receiving communication from Koo in any form including phone calls, emails, mailers, text messages and push notifications. This consent shall supersede any registration with or preferences set by you with the Do Not Disturb Register (DND Register) or the National Customer Preference Register (NCPR). Koo reserves the right to modify its subscription plans at any time. Koo will notify you of any changes to its subscription plans.

Your membership begins on the day Koo receives your Subscription Fee. However, if the Subscription plan you choose, any promotional offer of Koo that you may be using, or the terms of your invitation to join Koo provide otherwise, your membership will begin on the day specified in such Subscription plan, promotional offer, or terms of your invitation. Your membership will be activated only after Koo receives your payment of the Subscription Fee from the third party payment processor

Your subscription will end when the period of subscription is over, unless you renew your subscription by paying a fresh Subscription Fee. The Subscription Fee paid is non-refundable, except as otherwise provided expressly in these Terms of Use.

Interaction among Members

Koo does not bear any responsibility for Member-to-Member interactions— whether online, or at Member-initiated "get-togethers", dates, or other events offline. Koo is not responsible to Members who intentionally, or otherwise, disclose their personal information in the free text areas of their profile or in any publically accessible forum

When interacting with other Members, you agree that:

- You will be using your discretion when sharing personal information through Koo.
- You will use the privacy tools and settings available on the Koo to protect your Member profile and ensure that other Members can only view information that you are comfortable disclosing.
- You will be using your discretion when meeting and interacting with other Members.
- You will be using your discretion and judgement as to the character and compatibility of other Members
- You will use in a lawful and responsible manner, any information (personal or otherwise) provided by other Members.
- You will not use Koo or any information provided there to solicit business or use it for commercial purposes.
- You will not post content that is obscene, hurtful, defamatory, violative of copyrights or trademark rights, or violative of any law applicable to publication of such content.

Termination of Membership

Koo reserves the right to terminate your membership in the following situations:

- If Koo believes that you have breached any of these terms and conditions
- If you provided incorrect or misleading information in your application for membership.
- If you provide incorrect or misleading information on your online profile.
- If you continue to be a Member when you are married or are in a committed relationship.
- If you use a pseudonym instead of your real name on your profile.
- If you create multiple accounts on Koo.
- If you refuse to provide documents requested by Koo, such as a divorce decree (if you were previously married) or a proof of identity, to establish your identity, your relationship status, or your claims on your profile.
- If you share your Koo account details with anyone.
- If you share information relating to another Member, without that Member's consent.
- If you use the Koo Website to solicit business or to promote any commercial purpose.
- If you use the Koo to post obscene, hurtful, or defamatory content. In such cases, Koo reserves the right to initiate legal action against you.
- If you use the Koo to post content that is violative of copyrights or trademark rights, or violative of any law applicable to publication of such content. In such cases, Koo reserves the right to initiate legal action against you.
- If you copy, modify, publish, transmit, distribute, perform, display, or sell anything that is the proprietary material of Koo. In such cases, Koo also reserves the right to initiate legal action against you.
- If, at the sole discretion of Koo, any behavior on your part is construed as harassment of other Members. In such cases, Koo also reserves the right to initiate legal action against you.
- You may terminate your membership with the Koo at any time. You are required to inform Koo of any change in your relationship status or marital status and you are required to terminate your membership immediately if you are no longer single. Koo is not obliged to refund any part of your Subscription Fee if you or Koo terminates your membership for any reason, including a change in your relationship status or marital status.

Non-commercial Use by Users

The Service is for personal use only. Users may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by Koo or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Service may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Service for any purpose except with Koo's express consent (such as for promoted profiles or other advertisements), which Koo may provide or deny in its sole discretion. Koo may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.

Account Security.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify Koo of any disclosure or unauthorized use of your username or password or any other breach of security and ensure that you logout from your account at the end of each session

Proprietary Rights

Koo owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of Koo. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of Koo or, if such property is not owned by Koo, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Disclaimers, Limitation of Liability

1. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER KOO USERS. YOU UNDERSTAND THAT KOO CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. KOO ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. KOO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USER. KOO RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.
2. IN NO EVENT SHALL KOO BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EMEPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT

LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE KOO'S SERVICE OR PERSONS YOU MEET THROUGH KOO. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

4. KOO DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SERVICE. UNDER NO CIRCUMSTANCES WILL KOO OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SERVICE, OR TRANSMITTED TO OR BY ANY USERS.

5. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted in the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Koo makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist

6. Koo reserves the right to modify Koo. You are responsible for providing your own access to Koo. Koo has no obligation to screen or monitor any content and does not guarantee that any content available on Koo complies with this Agreement or is suitable for all users.

7. Koo provides Koo on an "as is" and "as available" basis. You therefore use Koo at your own risk. Koo expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Koo makes no representations or warranties:

1. That Koo will be permitted in your jurisdiction;
2. That Koo will be uninterrupted or error-free;
3. Concerning any content submitted by any user;
4. Concerning any third party's use of content that you submit;
5. That any content you submit will be made available on Koo or will be stored by Koo;

6. That Koo will continue to support any particular feature of Koo;

Code of Conduct; Prohibited Activities

In using Koo, you must behave in a civil and respectful manner at all times. Further, you will not:

1. Harass or stalk any other person;
2. Harm or exploit minors;
3. Act in a deceptive manner by, among other things, impersonating any person;
4. Collect information about others;
5. Solicit money from any users;
6. Post any content that is prohibited by clause "content restriction";
7. Use the service in an illegal manner or to commit an illegal act;
8. Access the Service in a jurisdiction in which it is illegal or unauthorized;
9. Ask or use users to conceal the identity, source, or destination of any illegally gained money or products;
10. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
11. Collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service;
12. Interfere with or disrupt the Service or the servers or networks connected to the Service;
13. email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
14. "Frame" or "mirror" any part of the Service, without Koo's prior written authorization;
15. Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service any software used on or for the Service, or cause others to do so;
16. You will not express or imply that any statements you make are endorsed by Koo without our specific prior written consent.
17. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
18. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Koo has the right, but not the obligation, to monitor all conduct on and content submitted to Koo.

Content Restrictions

You are solely responsible for the content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members. You will not post on the service, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or il material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to Koo or to any other user. If information provided to Koo, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. The following is a partial list of content you may not upload, post, or transmit (collectively, "submit"):

1. is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;

3. promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene or defamatory;
4. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
5. contains sexually explicit content;
6. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
7. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
8. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
9. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
10. engages in commercial activities and/or sales without our prior written consent;
11. infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
12. Your use of the Service, including but not limited to the content you post on the service, must be in accordance with any and all applicable laws and regulations.

Your Representations and Warranties

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to Koo and grant the licenses set forth above; (ii) Koo will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

Indemnification

You will indemnify, defend, and hold harmless Koo and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on Koo; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to Koo violates any law or infringes any third party right, including any intellectual property or privacy right.

Third Party Copyrights and Other Rights Copyright Policy

Koo respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to Koo do not infringe any third party copyright, trademark or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

Links

The Service may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that Koo is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between

you and such third party. You further acknowledge and agree that Koo 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 the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

In App Purchases

Koo may offer additional products and services for purchase (“in app purchases”) through the App Store, Google Play or other application platforms. If you choose to make an in app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g., Apple, Android, etc.), and your Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your Account.

Crush, Boost, Koo plus and Other Virtual Items: From time to time, you may be able to purchase, with “real world” money, a limited, personal, non-transferable, non-sub licensable, revocable license to use “virtual items”, including but not limited to Crush, Boost, Koo plus (collectively, “Virtual Items”). You are only allowed to purchase Virtual Items from us or our authorized partners through the Service and not in any other way. Virtual Items represent a limited license right governed by these terms and conditions. Except as otherwise prohibited by applicable law, Virtual Items obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to Virtual Items is being transferred or assigned hereunder. These terms and conditions should not be construed as a sale of any rights in Virtual Items. Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Koo, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. You may purchase Virtual Items only within the Service. Koo may manage, regulate, control, modify or eliminate Virtual Items at any time. Koo shall have no liability to you or any third party in the event that Koo exercises any such rights. The transfer of Virtual Items is prohibited, and you shall not sell, redeem or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through the Service. **ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.** The provision of Virtual Items for use in the Service is a service provided by Koo that commences immediately upon the acceptance of your purchase of such Virtual Items. You agree to pay all fees and applicable taxes incurred by you or anyone using your account. Koo may revise the pricing for the goods and services offered through the Service at any time. **YOU ACKNOWLEDGE THAT KOO IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.**

Privacy Policy

Koo policy relating to the collection, use, and protection of personal information of Members is provided in the Privacy Policy. By applying for membership you confirm that you have read this Privacy Policy and accept its terms.

Amendments to Terms of Use

Koo reserves the right to amend these Terms of Use at any time. Koo will notify you of the amendments at the email address provided by you to Koo.

Koo may create additional policies to govern the use of Koo, and any other services provided by Koo. Koo will circulate to each of its existing Members a copy of such policies. Continued use of Koo or Koo’s services after circulation of such policies will be deemed to be an acceptance of such policies.

Dispute Resolution

These Terms of Use shall be governed in all respects by the laws of India and you agree to submit to the exclusive jurisdiction of the courts in Delhi.

Koo's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision and does not waive the right to act with respect to subsequent or similar breaches.

If a court of competent jurisdiction holds any provisions of these Terms of Use to be invalid or unenforceable, the remaining provisions will remain in full force and effect and be construed so as to be enforceable to the maximum extent permissible by law. The section headings contained in these Terms of Use are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms of Use.

Referral program - Terms and Conditions

Koo reserves the right to suspend your account and/or revoke free crushes if they are earned inappropriately. Koo reserves the right to verify and adjudge the validity of the sign-ups generated via the referrals. For every successful referral, you will receive some Coins. Only the referrals that install and sign in the app are considered as successful referrals, only installation will not help. This promotion can be withdrawn by Koo at any time without any prior notice.

Price Range

At Koo we have customized pricing according to the services rendered by us. The details are provided to you beforehand according to the effort, efficiency and the output of the service. Typically, the range of transactions on our app "Koo" varies from INR 10 to INR 3000.

Schedule of payment

Some of our services can be utilized for fixed durations. In such cases, it is clearly mentioned within the description of these services. The period of usage in these cases vary from 1 month to 6 year.

Pricing Errors

We work hard to ensure the accuracy of pricing. Despite our efforts, pricing errors may still occur. In case there is an error in the billing, please write to us at help@kooglobal.com and we will try to resolve your issue on priority.

Our service is offered for sale by Koo for your personal enjoyment and not for resale. Therefore, we reserve the right to refuse to sell to any person whom we believe may be purchasing for resale.

Our Customer Service Specialists are ready to assist you simply write to us at help@kooglobal.com and we will respond to you within 48hrs.

Clarifications

If you have any queries regarding these Terms of Use, please contact Koo at help@kooglobal.com