

This website www.tayyarijeetki.in hereinafter referred to as "Website") is owned and operated by Mondelez India Foods Private Limited having its registered office at Unit No 2001, 20th Floor, Tower-3 Wing-C, One International Center (Formerly, Indiabulls Finance Centre), Parel, Mumbai- 400 013. By browsing, accessing or otherwise using the Website, you agree to be bound by these Terms of Use. We reserve the right to amend these terms and conditions ("Terms of Use") at any time. If you disagree with any of these Terms of Use, you must immediately discontinue your access to the Website and your use of the services offered on the Website. Your use of the Website will constitute acceptance of these Terms of Use, as may be amended from time to time. Your acceptance to these Terms of Use shall also be deemed to signify your agreement to the terms of the Privacy Policy displayed on the Website. We therefore suggest that you read these Terms of Use including the Privacy Policy before proceeding.

For the purposes of these Terms of Use, wherever the context so requires "You" or "Your" shall mean any natural person who are users of the Website and "We" or "Our" or "Us" or "Mondelez" shall mean Mondelez India Foods Private Limited.

1. **ELIGIBILITY:** You need to fulfil the following eligibility criteria to use the Website: (i) You need to be a natural person; (ii) You should be an individual legal resident of the Republic of India; (iii) You should be of an age 18 years or above; (iv) You shall be legally competent to enter into binding contract under the applicable laws of India.

2. GENERAL DETAILS OF THE WEBSITE

2.1 About this Website: This Website is intended to provide resources and information to parents/guardians to have conversations with their children about mental health and understand symptoms of mental health in an empathetic manner ("**Resources**"). . Resources provided in the Website are only suggestive and indicative information for providing an idea and You must consult a professional psychiatrist/ therapist/psychologist as you deem appropriate. . You are responsible for your own and your childrens' safety and must follow necessary precautions while using any of theResources. . We disclaim any liability in this regard.

2.2 Location: The Website is intended solely for use by users who access the Website in India. We make no representation that the Website is available or otherwise suitable for use outside of India. Notwithstanding the above, if you access the Website, use the Services or make any Redemptions from locations outside India, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws. This Website has been accessed by you via a chatbot on Whatsapp and these Terms of Use are applicable on all interactions conducted by you through the chatbot.

2.3 Link to Third Party Website: This Website may provide You a link to certain third-party websites. This facility is being provided to you for convenience. We assume no responsibility for examining or evaluating services offered by any third parties offered through their websites. We do not warrant the offerings of, any of these businesses or individuals or the content of such third-party website(s). We do not endorse, in any way, any third-party website(s) or content thereof. We are not responsible for the content of any third-party sites linked to the Website. Your linking to the Website to such sites is at your own discretion. Should you have any grievance relating to any website, product or services offered by a third party (i.e. any party other than Mondelez) you should direct your grievance directly to those third parties. Mondelez shall have no liability, obligation or responsibility in that regard.

- 3. USE OF WEBSITE:** Mondelez grants You a limited licence to access and make personal use of this Website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Mondelez and / or its affiliates, as may be applicable. This licence does not include any resale or commercial use of this Website or its contents. You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles: You shall not host, display, upload, modify, publish, transmit, update or share any information which: a. belongs to another person and to which You do not have any right to; b. 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; or unlawfully threatening or unlawfully harassing in any manner whatever; c. is misleading in any way; d. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; e. infringes upon or violates any third party's rights (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity); f. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. g. violates any law for the time being in force; h. conduct any form of ambush marketing, or to claim any form of association with us, the Mondelēz International group or its brands and products. i. do anything to damage or harm our brands, products or reputation (or that of the Mondelēz International group).

You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

4. ACCESS TO WEBSITE

- 4.1** We do not warrant that your use of the Website will be uninterrupted, and We do not warrant that any information (or messages) transmitted via the Website will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Website, access to the Services and the Mobile Application may be suspended, restricted or terminated at any time.
- 4.2** We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology. You agree that you shall ensure that your device has the appropriate configuration and settings to be able to use the Website. We do not make any representations or warranties that the Website will work on your device.
- 4.3** We reserve the right to change, modify, substitute, suspend or remove without notice any information on Website from time to time. Your access to the Website may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information from the Website at any time.

5. **INTELLECTUAL PROPERTY RIGHTS:** Users for this Website acknowledge that the purpose of this Website is showcase the Resources. All and any intellectual property arising out of this Website, including without limitation, Resources, contents of website, description, images, illustrations, audio clips, and video clips shall belong to Mondelez at all points in time. All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Website belong to Us. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us.
6. **PERSONAL DATA:** If you have selected to opt in for any specific option for which you are required to provide your decision to opt in exercising your discretion, you will receive communications, notifications or such material for which you have opted in for. You agree that for this purpose, We may need to collect personal and/or sensitive personal information (“Personal Data”) from You. Such Personal Data will be used by for the purpose of this Website. In addition to the above, please visit our Privacy Notice displayed on the Website to understand why your Personal Data is collected and what is done with it. Please note that your acceptance of these terms and conditions is deemed to signify your agreement to the Privacy Notice as well and the necessary consent to what we might do with your Personal Data as described in the Privacy Notice. Participants shall have the right to access and correct/edit their Personal Data. By accepting these Terms of Use you also hereby give your consent to Mondelez or any other third party nominated on its behalf to collect, record, organize, structure, store, adapt, alter, retrieve, use, align or combine, index, disclose by transmission, share with nominated third parties or carry out the necessary profiling in relation to your Personal Data that provide as part of use of this Website. Your data will be collected for the purpose of sharing newsletters and for any additional activity as mentioned in the Privacy Notice. Mondelez will take the necessary measures to secure and keep safe, either directly or through third parties, any such information that You may have shared. In case of any grievance relating to storage of your Personal Data you may report the same by using any of the modes of raising complaints as provided on Mondelez’s website or by writing to the Mondelez address provided below. It is important to remember that whatever You transmit or disclose can be collected and used by others or unlawfully intercepted by third parties. No data transmission can be guaranteed to be 100% secure. While We strive to use commercially reasonable means to protect Your information, We cannot warrant the security of any information You transmit to us.
7. **GOVERNING LAW AND JURISDICTION:** The courts of competent jurisdiction at Mumbai shall have sole and exclusive jurisdiction to determine any and all disputes arising out of, or in connection with the Website. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms of Use, or the rights and obligations of the users and/or Mondelez, shall be governed and construed in accordance with the laws of the Republic of India.
8. **LIABILITY RELEASE:**

This Website is being run purely on a "best effort" basis without any representation or warranties (express or implied) including any implied warranties of merchantability, completeness, fitness for purpose, freedom from computer virus, availability, security, compatibility, title, the accuracy or completeness of information, or of non-infringement, except otherwise specified in writing. By accessing this Website, You will be legally bound hereby, to release from liability, and hold harmless Mondelez and any of its / their affiliates, employees or agents representing or related to Mondelez and its / their services/products for any matters in relation to your use of this Website.

This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the Resources offered in the Website. By using the Website agree to indemnify and/ or any of its respective officers/employees from and against all liability, cost, loss or expense arising out of using the Website including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Website, your access to, use of or inability to use the Website, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages. We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Website. For the purposes of these Terms of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a user that cannot be excluded or limited are affected.

9. CONTACT US: In order to resolve a grievance regarding the Website, please contact us at:
Unit No. 2001, 20th Floor, Tower-3 Wing-C One International Center, Parel, Mumbai – 400 013