

## **TERMS AND CONDITIONS OF USE – CUSTOMERS**

### **1. INTRODUCTION**

These Terms and Conditions of Use (“Terms and Conditions”) govern your use of our online consulting marketplace (“Platform”) made available by “Nichebrains India Private Limited”, a company registered under the Indian Companies Act 2013, having its registered office at No 27, Sark Two, Kondakkal Road, Mokila, Shankarpally Mandal, RangaReddy, Telangana 501203. India. The Terms “you” and “your” refer to the user of the Platform.

Our Services (as we have described below in detail) and these Terms and Conditions are compliant with the Indian Penal Code, 1860, and Information Technology Act, 2000, including all amendments made to it and rules framed under it. When you use our Platform, you accept and agree to these Terms and Conditions. However, please note that we do not represent that we are compliant with laws of any country apart from India. If you wish to use our Services, please ensure that you are permitted to do so, in your jurisdiction.

*You are required to follow certain rules while you use our Platform. We have listed these rules in this document. Please read these Terms and Conditions of use. Please note that by using our Platform, you agree to these Terms and Conditions. Also, if you are using these services outside India, please comply with your local laws.*

These Terms and Conditions of Use govern your use of our Platform.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and Conditions as well as our Privacy Policy (“Agreements”). You acknowledge that you have read and understood the Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) the Agreements, then you may not use the Platform, but please let us know by emailing at [support@nichebrains.ai](mailto:support@nichebrains.ai) so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use the Platform.

#### **1.1. DEFINITIONS**

##### **1.1.1. SERVICE PROVIDER**

Service Provider refers to Nichebrains India Private Limited.

##### **1.1.2. PLATFORM**

The Platform refers to the Online consulting marketplace (website and/or mobile application) where the Service Provider facilitates the meeting of its Users with the Experts rendering consulting services.

##### **1.1.3. USER**

User refers to the Company/entity/individual which has created an Account on the Platform in search of a Consulting Expert for its business needs.

##### **1.1.4. EXPERT**

The Expert refers to the Consultants on the Platforms who render their Services to the Users of the Platform.

#### **1.1.5. EXPERT SERVICES**

The Expert Services refer to the Services rendered by the Experts to the User of the Platform.

#### **1.1.6. PROJECT**

Project refers to the requirements of the user of the Platform for which it requires Consulting expertise.

#### **1.1.7. END USER**

End User means an individual authorized by the User to use the Platform.

#### **1.1.8. PROJECT AGREEMENT**

Project Agreement refers to the Agreement entered between the User/Company and the Service Provider.

#### **1.1.9. TOTAL PROJECT COST – FEES**

The Total Project Cost refers to the consideration paid to the Service Provider for the Total Project. The Total Project Cost includes the Expert Fee (Fee charged by the expert for rendering his/her Service) and the Service Provider's Fee (Facilitation Fee charged by the Service Provider for the Project).

#### **1.1.10. CONTENT**

Content refers to any data, profile, project, review, comment, upload, rating, feedbacks, or other information/material that you and your end users, and your project data Experts may upload on the Platform.

## **2. THE PLATFORM**

### **2.1. OVERVIEW**

The Platform provided by the Service Provider is an online marketplace platform for you to selectively identify, compare and pay Experts (Independent Consultants/Consultancy Firms) offering their consulting services. Through the Platform, you will be able to post your projects along with its requirements and invite Experts to submit a bid/offer/quotation. Experts would then make a bid/offer/quotation on the Projects posted by you. As a User, you can alternatively select the Expert from our List of Experts and approach such an Expert for his or her specific Service as required for your business needs.

### **2.2. USE AND RESTRICTION**

### **2.2.1. RIGHT TO USE**

The Service Provider hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use Platform and the services offered by it in accordance with the Terms and Conditions of Use herein. The said right is subject to the requisite compliances as applicable on you by Law. The Service Provider reserves any and all rights not expressly granted to you pursuant to these Terms and Conditions of Use. The rights granted to you are limited in nature and the Use of the Platform or its Services do not constitute the sale of or license to any Software program or other Intellectual Property. It is up to the sole discretion of the Service Provider to modify or change the Services (from time to time) or the features offered by it.

### **2.2.2. ACCOUNTS**

To access and use the Platform's services, all End Users must register for an Account. You and your End Users hereby agree to be responsible and further ensure that the Security of any Account is not compromised. You must immediately notify the Service Provider at [support@nichebrains.ai](mailto:support@nichebrains.ai), in the event you suspect that a password is lost or stolen or if you suspect/are aware of any type of unauthorized use of an End User Account or in the event the Security of the Platform has been compromised. In the scenario where the end User grants access to another individual to access the Platform through his or her Account, you represent and warrant that:

- a) Such individual shall be authorized to act on your behalf.
- b) you will be legally and financially responsible for the acts or omissions of the said individual.

### **2.2.3. PROFILES AND PERMISSIONS**

All End users must create a User Profile, which may be shown to other users of the Platform. The said display of the Account is subject to such End User's Privacy Settings that could be accessed in the Platform. You and your End Users agree to provide true, accurate and complete Profile information and all other fields and forms within the Platform and to update any Profile Information to maintain its truthfulness and accuracy. You and your End Users further represent that you will not provide any false or misleading Profile Information, including without limitation, information about identity, location, or skills and to correct any such information that is or becomes false or misleading. All confirmation, approvals or other actions by an end User in connection with the Platform can be taken through his/her Account only. End users shall communicate it actions to the Expert by way of the End User Account only. End Users represent that they would not communicate to the Experts through mail, phone or any other methods of Communication. You are solely responsible for the actions of the End User and you represent that the said End User is compliant with all the Policies placed within your organization and regulations, including but not limited to, policies and regulations on sending approvals or signatory authority.

### **2.2.4. RESTRICTIONS**

You agree, on your behalf and on behalf of your End Users, that:

- a) you and your End Users will not use the Platform if you and your End Users are not legally competent to agree to the Present Terms and Conditions of Use.
- b) you and your End Users are Compliant with all the Laws as may be applicable on you to use the Platform and its services.
- c) you and your End Users will neither use the Platform nor its services for purposes that are fraudulent, offensive, indecent or objectionable in nature.
- d) you and End Users will not directly or indirectly sell, encumber, assign, transfer, lease, rent, loan, sublicense, modify, time-share, or otherwise exploit the Platform and its Services in any unauthorized manner.
- e) you and your End Users will not copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Platform or its Services or any part thereof in any form or manner or by any means.
- f) you and End Users will not harvest, delete or scrape any kind of Content or data from the Platform.
- g) you and your End Users will not remove or alter any copyright or other proprietary rights notice or restrictive rights contained or included in the Platform.
- h) you and your End Users will not decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services.
- i) you and your End Users will not utilize the Platform or its Services to:
  - I. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws.
  - II. send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts agents or programs.
- j) you and your End Users will not circumvent any functionality that controls the access to or that which ensures the protection of the Platform.
- k) you will not permit an End User or its agents or any other third Party to engage in any of its foregoing. Any attempt at executing the foregoing amounts to a breach of these Terms and Conditions of Use and a violation of the rights of the Service Provider and its licensors.

## **2.3. ENGAGING EXPERTS**

### **2.3.1. PROJECT ARRANGEMENT BETWEEN THE CUSTOMERS AND THE SERVICE PROVIDER**

In order to engage an Expert for a Project, upon accepting a quote from the Expert, you will contract directly with the Service Provider under an Agreement executed between you and the Service Provider (**“Project Agreement”**). Upon acceptance of the quote/bid, the Project Agreement will be sent directly by the Service Provider to the email address of the Authorized signatory of the User/User’s organization.

You and the Service Provider are wholly responsible for negotiating the terms and conditions of the Project agreement. You agree that the Service Provider is a third party which helps in facilitating you to find the right Expert. It is further agreed by you that the execution of a Project Agreement between you and the Service Provider

will not create an employment or other service relationship between the Service Provider and you.

### **2.3.2. PAYMENT UNDER PROJECT AGREEMENTS**

On receiving a payment request from the Platform in connection with the Project Agreement), you will be invoiced by the Platform (The Invoicing and Payment Terms are subject to the Terms agreed by the Parties in the Project Agreement entered between the Customer and Service Provider). Following your approval of the Invoice and upon receiving the Payment towards the Project Agreement, the Service Provider will pay the Expert the amount due for his/her Services in accordance with Section 3 of the present Terms and Conditions of Use. Any such payment is subject to the Terms and Conditions between the Service Provider and the Expert. Notwithstanding anything contrary to these Terms and Conditions of Use, you shall pay the Service Provider any and all portions of the Total Project Cost approved by you on the Platform or the Agreement and such approval shall amount to your deemed acceptance of the Expert Services.

### **2.4. NON-CIRCUMVENTION**

For a period of thirty-six (36) months from the later of the date on which you first identify an Expert (or) an Expert completes its last Project with you (each such expert is a **“Restricted Expert”** and such period is a **“Restricted Period”**), you will use the Platform as your exclusive method to receive consulting or other services from such Expert and not make any complete or partial payments to any such Expert for Expert Services outside of the Platform, or otherwise circumvent the Service Provider’s invoicing and payment terms or processes. Any violation of the foregoing restrictions is a material breach of these Terms and Conditions of Use. In the event, you want to employ a Restricted Expert during the Restricted Period, you agree to pay the Service Provider 10% of the total remuneration (Employment Fee) given to such Restricted Expert. In the event you wish to employ a Restricted Expert, you shall intimate the same by way of Notice to the Service Provider and the Service Provider shall have the right in its sole discretion to invoice you for the Employment Fee as may be applicable. In the event, the employment of the Restricted Expert is terminated within thirty (30) days, then no such Employment Fee would be raised by the Service Provider against you. In the event, you offer a non-employee role to the Expert, the Service Provider shall, on a case to case basis assess, be entitled an appropriate finder’s fee in line with the standard industry practice. The Service Provider will not be liable to charge an employment fee, in the event you have initiated advertisements to attract Experts, provided that such advertisements are not targeted at Restricted Experts. Upon expiry of the Restriction Period, you are free to contract directly with the Restricted Expert independently from these Terms and Conditions of Use.

### **2.5. ACKNOWLEDGMENT**

You acknowledge, agree and understand that

- a) The Platform is an online marketplace wherein users may either act as customers seeking expert guidance or as Experts offering expert guidance.
- b) The Service Provider does not perform or provide Expert Services.
- c) Experts are not subcontractors or employees of the Service Provider.

- d) The Service Provider does not, by any means, direct, control or monitor the Experts or the performances of such Experts in offering their Services.
- e) The Service Provider does not independently evaluate, investigate, or otherwise conduct due diligence regarding the work product of the Experts and makes no promise as to:
  - I. the reliability, capability or qualification of the Experts.
  - II. The quality, security or legality of any services advertised or provided by such experts.
  - III. The truth or accuracy of any Expert profiles or the materials or services offered by such Expert.
  - IV. The availability of an Expert to deliver services.
- f) You are solely responsible for reviewing Expert qualifications and experiences and selecting suitable Experts based on your determination of such Expert's capability in performing Expert Services for applicable Projects. For the avoidance of doubt, the Service Provider disclaims any of the foregoing.

### **3. FEES AND PAYMENT**

#### **3.1. FEES**

You are liable to pay the Total Project Cost in accordance with the Terms and Conditions contained in the Project Agreement entered between you and the Service Provider.

#### **3.2. INVOICING**

##### **3.2.1. PAYMENT TERMS**

The Terms of Payment and Invoicing shall be in accordance with the mutually agreed terms contained in the Project Agreement entered between the Customer and the Service Provider.

All payments are due to the Service Provider within 15 days from the date of receipt of Invoice. In the event, there exists delay in clearing the Invoice amount, the Service Provider may charge an interest rate amounting to 1% per month until the date of realization of the said amount due.

The above Payment Terms are subject to Terms mutually agreed upon in the Project Agreement.

##### **3.2.2. TAXES**

You will be liable to pay all the requisite Taxes (as may be applicable on you) with respect to the Expert Services provided to you through the Service Provider's Platform. The Service Provider's Invoice will specifically highlight the Taxes being collected from you.

### **4. CONTENT**

#### **4.1.1. YOUR OBLIGATIONS**

You are responsible for the Content that you and your End Users upload/display through the Account on the Platform of the Service Provider. You further agree that

you will not upload any Content that is barred by Law and which is not in accordance with the present Terms and Conditions of Use. You acknowledge that the Content displayed through your Profile on the Service Provider's Platform is posted, published or made available by you or through an individual acting under your authorization. It is at the discretion of the Service Provider, to remove Content that it deems barred by Law or not in accordance with the present Terms and Conditions or in the event such Content interferes with the business interest of the Service Provider.

You represent and warrant that:

- a) You own all the Content displayed on your Account or you have the requisite license to display such Content.
- b) You have all the requisite consents, authorizations, permissions to permit the processing of the Content under these Terms and Conditions of Use.
- c) None of Your Content constitutes Content that is barred by Law.
- d) None of your Content contains malware or software viruses that could destroy the other party's Computer software or hardware.
- e) None of your Content contains unsolicited or unauthorized advertising, spam notifications or any other forms of solicitation.
- f) None of your Content is indecent, abusive, threatening, violent, objectionable to other Platform Users in a manner that hinders their usage of the Platform.
- g) That your Content is in accordance with the business Ethics and standards of the Service Provider.

#### **4.1.2. SERVICE PROVIDER'S OBLIGATIONS**

The Service Provider warrants that it will have requisite safety measures in place to ensure that your Content is protected within the Platform. The derivatives of your Content will be used by the Service Provider to evaluate and understand its business and improve its Services in a manner as authorized or instructed by you. In the event, the Service Provider has to respond to Claims that arise out of display of your Content on its Platform or as required by applicable Law, the Service Provider reserves its right to use the said Content for the said purposes.

### **5. OWNERSHIP**

The text, graphics, image, software code, proprietary content and other material which constitute in facilitating the functioning of the Platform is well protected under the requisite Intellectual Property Laws. You acknowledge and agree that the Service Provider or its licensors are the owners of the Platform and that they have all types of rights with respect to the Platform. You further agree not to initiate claims regarding such ownership/rights. The subsequent improvements and versions of the Platforms lie under the ownership of the Service Provider. The Service offered through the Platform may include links to Third Party Content. You are wholly responsible for accessing such third party websites. The Service Provider is not responsible for the Content displayed in the third party's website. The Service Provider shall not be liable for Claims arising out of using such third party websites. Any and all Feedback, suggestions, corrections, modification given to the Service Provider by the Users will remain the property of the Service Provider. Feedback does not constitute the ratings and reviews that you may post regarding services rendered by an Expert. The Service Provider

reserves the right to use and disclose such Feedback in any manner without the prior consent of the User.

#### **5.1.1. OWNERSHIP OF EXPERT DELIVERABLES; CONFIDENTIALITY**

The Service Provider through its Platform facilitates users to get the requisite services from the Experts on the said Platform. The Service Provider does not own the Services rendered by such Experts and it shall not assert any claim or right over the ownership of such Service rendered. The Intellectual Property rights pertaining to the Work product delivered to you by the Expert, shall be assigned to you by virtue of the Project Agreement.

#### **5.1.2. PUBLICITY**

The Service Provider may publicly refer to you as its customer and may use your business name and logo for the following purposes:

- a) Display on its Website
- b) Investment proposals
- c) Customer Lists
- d) Sales Presentations
- e) Denoting association with the Service Provider

By using your name and logo, the Service Provider warrants that it will not claim ownership of the same and further represents that it shall use your name and logo only for the limited purposes of showing/denoting your association with the Service Provider.

### **6. INTELLECTUAL PROPERTY**

The text, graphics, image, software code, proprietary content, and other material which constitute in facilitating the functioning of the Platform is well protected under the requisite Intellectual Property Laws. The said Property is in the ownership of the Service Provider. The Intellectual Property relating to the Work delivered to the User shall be assigned to the User by virtue of the Project Agreement. The said assignment shall be subject to mutual agreement between the Parties.

### **7. REPRESENTATIONS AND WARRANTIES**

The Service Provider represents and warrants that:

- a) The Services offered through the platform would be so rendered in a professional manner in accordance with the applicable Laws and industry Standards.
- b) It has the necessary safety measures in place to protect the Platform from malware such as Viruses, Trojan Horses, worms etc. designed to disrupt the usage of the Platform.
- c) It owns the Platforms and has the requisite permissions/authorizations/consents to offer you the Platform.
- d) The Project Agreement Template does not alter the rights of the Service Provider contained herein.
- e) It is not a Party to the Project Agreement.



- f) The Project Agreement Template is provided as a convenient measure and may not be appropriate for all jurisdictions
- g) The Project Agreement Template does not constitute Legal advice, advertisement or solicitation of any type.

#### **7.1.1. DISCLAIMER**

The Platform is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Platform. Except as expressly stated in Clause 7 of these Terms and conditions of use, the Service Provider makes no representations or warranties, express or implied with regard to the Services offered through its Platform. The Service Provider disclaims all express or implies conditions, representation, warranties and terms to the maximum extent permissible by Law.

Consequently, the Service Provider assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Platform; and/or any interruption or errors in the operation of the Platform.

### **8. LIMITATION OF LIABILITY**

We do not assume any liability with respect to any loss or damage, arising directly or indirectly due to any inaccuracy or incompleteness of any information or a breach of any warranty or guaranty due to the actions of any user of the Platform.

The Platform and Services, are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. We do not warrant the quality of the Services rendered through the Platform including its uninterrupted, timely, secure or error-free provision, continued compatibility on any device, or correction of any errors.

In no event will either Party be liable for any special, consequential, incidental, exemplary, indirect or similar losses arising out of the usage of the Platform in accordance with the present Terms and Conditions of Use.

In no event, shall the maximum liability of the Service Provider exceed the consideration paid by you for its facilitation charges.

In no event shall we, or any of our affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, service providers, and suppliers be liable for any special, incidental, punitive, direct, indirect or consequential damages suffered as a consequence of a breach of the Terms by another user or arising out of the use of or the reliance on any of the Services or the Platform.

### **9. INDEMNIFICATION**

#### **9.1. INDEMNIFICATION – BY CUSTOMER**

You agree to indemnify, defend and hold harmless the Service Provider, and its subsidiaries, affiliates and agents and their respective officers, directors, employees,

successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of:

- a) your access to or use of the Platform and its Services;
- b) your content;
- c) any breach by you of your obligations under the present Terms and Conditions of Use;
- d) your violation of the rights of any third party, including any infringement of intellectual property, or of any privacy or consumer protection right;
- e) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation;
- f) your negligence or wilful misconduct;

This obligation will survive the termination of our Terms.

## **9.2. INDEMNIFICATION – BY NICHEBRAINS**

The Service Provider agrees to indemnify, defend and hold harmless the Users, and its subsidiaries, affiliates and agents and their respective officers, directors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of Claims with respect to the Platform's Intellectual Property or any such Claims that may arise out of the Platform or the facilitation of the Services through the Platform. The Service Provider further agrees to indemnify its Users from Claims initiated by and Expert pertaining to payment of the Expert Service Fee but limited to the extent that the said consideration has been disbursed from your end.

## **10. TERMINATION**

Unless expressed in writing, either Party may terminate these Terms and Conditions of Use in its sole discretion upon serving a Written Notice to the Other Party. The Written Notice May be served to the Service Provider at [support@nichebrains.ai](mailto:support@nichebrains.ai). Upon Serving the termination Notice, you lose the right to use our Platform and its services and your account will immediately be revoked upon such receipt of Notice. The Service Provider reserves the right to suspend or discontinue your Account on the Platform, in the event there exists any overdue of any amount that you owe the Service Provider. The Service Provider further reserves its rights to suspend or revoke the Accounts of your End Users for violation of these Terms and Conditions of Use. The Service Provider shall retain your Content for the purposes of Audit, internal business reasons and for the purposes of Audit as may be required by Law.

### **10.1.EFFECT OF TERMINATION**

The Termination of these Terms and Conditions of Use shall not affect any liability or obligation which existed prior to such Termination. The Termination shall not affect any damage or remedy that a Party may be entitled to, prior to such Termination, under law and these present Terms and Conditions of Use. The Service Provider warrants that Termination of these Terms and Conditions of Use will not automatically terminate the Project or the Project Agreement. It is herein clarified that the Termination of the present Terms and Conditions of Use does not relieve you of the obligations imposed on you by Clause 2.4. In the event of Termination of the present terms and Conditions of Use during the tenure/life of the Project Agreement, The Service Provider warrants and represents that:

- a) These Terms and Conditions of Use will continue to apply until the end of the Project or until the end of the tenure of the Project Agreement.
- b) You will be liable to pay the invoiced amount to the Service Provider as may be applicable on you as per the Project Agreement and the Terms and Conditions of Use herein, until the completion of the Project or until the end of the Tenure of the Project Agreement or until the Termination of the Project Agreement.
- c) Unless otherwise agreed upon, your Account on the Platform will stand revoked and you will no longer have access to the Platform and your Content will stand deleted.

## **11. DISPUTE RESOLUTION**

### **11.1. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions of Use shall be governed and construed in accordance with the laws of India, which governing law applies to agreement without reference to conflict of Law Principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, Telangana, India. Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. The Project Agreement and the Terms and Conditions of Use herein constitute the entire agreement between us regarding our Service and Platform and supersede and replace any prior agreements we might have had between us regarding Service.

### **11.2. AMICABLE RESOLUTION OF DISPUTES**

If any dispute/claim arises in relation to or in connection with the present Terms and Conditions of use, the User shall attempt to first resolve such Dispute mutually through amicable means within 15 days of the dispute coming into existence. The User shall notify the Service Provider of the Dispute at [support@nichebrains.ai](mailto:support@nichebrains.ai). The Parties shall then try to negotiate on reaching an amicable solution. Any dispute that is not resolved in accordance with Clause 11.2, shall be settled by Alternate Dispute Resolution in accordance with Clause 11.3.

### **11.3. ALTERNATE DISPUTE RESOLUTION**

If the Dispute is still not resolved through Clause 11.2, then the Disputing Party shall submit the Claim or Dispute to be finally settled by Arbitration. Such Arbitration shall be governed by the Arbitration and Conciliation Act, 2019. The seat of the Arbitration shall be Hyderabad, Telangana, India. The Parties shall mutually appoint an Arbitrator who will preside over such an Arbitration proceeding strictly in accordance with Clause 11.1 and 11.3. All Arbitration proceedings shall be conducted in English Language.

## **12. GENERAL**

### **12.1. ASSIGNABILITY**

Neither the Terms and Conditions of Use nor any part of it is assignable, transferable, sub-licensable, sub-contractible or conveyable by either party, otherwise, without the express, prior, written consent of the other party.

## **12.2. FORCE MAJEURE**

Neither you or the Service Provider will be liable for any delay or failure to perform its obligation under the present Terms and Conditions of Use, apart from payment obligations, due to any cause beyond the reasonable control of the parties pertaining to instances including but not limited to failures or default of third party software, vendors, or products; acts of God or of the public enemy; Indian or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

## **12.3. NOTICES**

You can contact the Service Provider and serve the Notices stipulated within these Terms and Conditions of Use at [support@nichebrains.ai](mailto:support@nichebrains.ai).

## **12.4. WAIVER AND SEVERABILITY**

No waiver by either party of any term or condition set forth in Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under the Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of the Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.