

## **Terms and Conditions of Use – Experts**

### **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 Villa 27, Sark Two Kondakkal Road, Mokila Shankarpally Mandal Rangareddi TG 501203. The Terms “you” and “your” refer to the Expert/ Experts / Expert Firms 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> 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. DEFINITIONS**

#### **1.1. Service Provider**

Service Provider refers to NicheBrains India Private Limited

#### **1.2. Platform**

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

#### **1.3. Client User**

Client 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.

#### **1.4. Expert**

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

#### **1.5. Expert Services**

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

#### **1.6. Project**

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

#### **1.7. End User**

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

#### **1.8. Project Agreement**

Project Agreement refers to the Agreement entered between the Expert and the Service Provider.

#### **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)

#### **1.10. Content**

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

#### **1.11. Work Product**

Work Product refers to all invention, discoveries, designs, developments, implementations, modifications, computer programs, formulae, know how, graphics , visual works or other works that are specifically created, made, formulated for the Project Requirements of a Client User.

#### **1.12. Confidential Information**

Confidential Information refers to all confidential and proprietary information of a Party disclosed (disclosing Party) to the other Party (Receiving Party) in connection with these Terms and Conditions of Use, whether communicated verbally or in writing, in relation

to the business of the Client / Project requirements of the Client/ methods to render Expert Service. Confidential information shall include, but not limited to, the identity of Clients, information about Projects, information about any actual or potential business ,investment or trading decisions or transactions of any Client, the terms and conditions of a Project agreement, your Content , any other nonpublic or proprietary information of the Client User or Service Provider. Confidential information shall not include information that is :

- a) generally becoming available to the public
- b) was known by the receiving party prior to disclosure by the disclosing party
- c) becomes available to the receiving party on a non- confidential basis
- d) is independently developed by the Receiving Party without the influence of the Disclosing Party

## **2. THE PLATFORM AND ACCESS TO AND USE OF THE SERVICES**

### **2.1. THE PLATFORM AND RELATIONSHIP OF THE PARTIES**

The Service Provider provides a Platform (an online Consulting marketplace) for you (Experts) to meet , engage with and offer your professional or consulting Services (Expert Services) , either as an individual Consultant or as a Consulting Firm, to Client Users of the Platform. Through the Platform, the Client will post its requirements (Project Requirements) and shall invite you to make bids. On receipt of such a Project, you shall make a bid. Pursuant to the approval of such a bid, you and the Service provider shall enter into an Agreement (Project Agreement) for the purposes of carrying out the Project..

It is herein agreed by you that:

- a) these Terms and Conditions of Use will not be construed as a partnership, joint Venture, employment, agency relationship between the Service Provider and you or any of your End Users.
- b) the Parties will have no power or authority to assume or create any obligation or responsibility on behalf of each other.
- c) the Service Provider does not, by any means, supervise, direct or control your performance of Expert Services.
- d) you and your End User are not entitled to receive compensation, which may legally rise, from the Service Provider towards employee benefits, workers' insurance compensation, insurance benefits, leaves of absence, paid leave, employee provident fund etc.
- e) you are solely responsible for compensating your End User, principals, employees and Agent with the requisite compensation and benefits, for the Expert Services rendered to the Clients on the Platform.
- f) you are wholly responsible for reporting to the necessary government authorities for any type of reporting as may be applicable on you by Law.
- g) you have all the requisite approvals/permissions/consents/authorization as may be applicable on you by Law and that you are compliant with all applicable Laws.

## **2.2. RIGHT TO USE**

The Service Provider hereby grants you a non- exclusive , non- transferable, non- sublicensable, revocable, limited right to access and use (and to permit its Affiliates to access and use) the 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.

## **2.3. ACCOUNTS AND PROFILES**

In order for an Expert to use the Platform, you and your End Users must register for an Expert Account (“Account”) bearing a Username and Password. You and your End Users must create a Profile (Profile), which will be displayed to the other ClientUsers (the Clients of the Platform). The Profile details shall be updated by you or your End Users from time to time.

You warrant and represent that :

- a) you and your End Users are solely responsible for the security of your Account.
- b) you and your End Users will not share the Login credentials (User name and Password) of the Account with another individual.
- c) the acts of your End Users on the Service Provider’s Platform have been authorized by you.
- d) you are wholly responsible, legally and financially, for the acts/omissions of your End User.
- e) you and your End Users are solely responsible for the Content uploaded through the Account.
- f) you and your End Users agree to provide true and accurate information pertaining to the requisite details needed to start a Profile.
- g) you and your End Users agree not to provide any false/ misleading information to the Service Provider or the other Users of the Platform.
- h) by creating an Account and authorizing a User Profile, you and your End Users are not prohibited in any way to act as an Expert or from performing the obligations vested on you by virtue of the Project Agreement entered with the Client or the Service provider on the Platform.

You shall, at the first instance, notify the Service provider at <insert email address> when you come into knowledge of the following events:

- a) suspicious/unauthorized access of your Account
- b) the security of your Account has been compromised.
- c) you have lost your Login credentials.

## **ELIGIBILITY**

The Services offered by the Platform are applicable to legal entities which are compliant with applicable laws or to any individual above eighteen (18) years of age and are otherwise capable of entering into legally enforceable contracts. You represent and warrant that you are compliant with all the applicable Laws and that you have obtained the requisite permission/consent/ waiver to offer your Exert Services as an Expert on the Platform. It is up to the sole discretion of the Service Provider to determine the eligibility of the Registration of an Account by you and your End User.

## **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 , sublicence , 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 :
  - a. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws
  - b. 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 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.

### **3. CONTENT**

#### **3.1. 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. You acknowledge and agree that you may disclose your Content if the same is required to do so by Law or is required to enforce the present Terms and Conditions of Use and to protect the Service Provider or the Client's rights. 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.

#### **3.2. SERVICE PROVIDER'S OBLIGATIONS TO YOUR CONTENT**

The Service Provider warrants that it will have requisite safety measures in place to ensure that your Content is protected within the Platform. The Service Provider shall not access, view or process your Content except :

- a) as provided in the Project Agreement or as per the Obligations vested on the Parties by the Project Agreement.
- b) as authorized by you
- c) as required by applicable Law

It is acknowledged and agreed by you that you shall disclose your Content if the same is required by Law or is required to enforce the present Terms and Conditions of Use and protect the Service Provider or the Client's rights. 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 purpose.

The Service Provider reserves the right to delete your Content associated with the respective Project within thirty days of completion of such Project.

### **3.3. SHARED CONTENT**

It is herein agreed by you that the Content that is uploaded on the Platform will be available for other Users of the Platform. The following shall be termed as Shared Content:

- a) The Profiles that appear on the Platform.
- b) Any Content that you and your End Users may upload through the Account
- c) Comment, reviews, feedback provided by you or other users of the Platform.

The Service Provider reserves the right to remove Reviews/Feedback/information which would violate the present Terms and Conditions of Use or any applicable Law or which is not in accordance with its business interest or with the User's Feedback mechanism. The said right shall be exercised at the sole discretion of the Service Provider. The Service Provider further reserves the right to store all User Reviews given to Experts for the purposes of understanding its business and better implementation of the Platform.

### **3.4. AGGREGATED DATA**

The Service Provider shall monitor and collect data pertaining to your Use of the Platform. It is herein agreed and acknowledged by you that the Service Provider owns and stores the statistical data generated by virtue of functioning of the Platform(Aggregated Data) and warrants that it shall not directly and indirectly reveal your Identity.

## **4. SERVICE SPECIFIC TERMS**

### **4.1. PROJECT AGREEMENT BETWEEN THE EXPERT AND THE SERVICE PROVIDER**

Upon acceptance of your quote/bid for a Project by the Client User, you shall enter into a Project Agreement with the Service Provider 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 Expert/ Expert Organization. The said Agreement is a binding contract and the entirety of the same creates contractual obligations on the Parties. The Platform will provide the Parties with a Project Agreement Template which the Parties shall enter into. If in the event the Parties mutually agree to enter into a separate Project Agreement, such a Project Agreement shall be in accordance with the Terms and Conditions of Use contained herein.

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 your meeting and engagement with a potential Client. It is further agreed by you that the execution of a Project Agreement between you and Service Provider will not create an employment or other service relationship between the Service Provider and you.

#### **4.2. PROJECT RELATED COMPLIANCE**

It is herein agreed by you that , as a prerequisite for entering into a Project with a Client on our Platform, you/your End Users/employees/subcontractors shall be subject to compliance checks/Background checks/screening checks/ worker evaluation etc. You and your End Users agree to provide your complete and true information with respect to such checks.

#### **4.3. NON CIRCUMVENTION**

For a period of twelve (12) months from the later of the date on which you first identify a Client (or) you complete your last Project for the Client User (each such Client is a **“Restricted Client”** and such period is a **“Restricted Period”**), you will use the Platform as your exclusive method to render consulting or other services to Client Users and not receive any complete or partial payments from such Client Users for Expert Services rendered by you outside of the Platform, or otherwise circumvent the Present Terms and Conditions of use and 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. During the Restricted Period you agree not to contact a Client User outside of the Platform, whom you have come into contact with by virtue of using the Platform as an Expert, in order to render your service for a Project or invoice for an amount lower than they initially agreed with you through the Platform. You further agree not to solicit such Clients during the Restricted Period by submitting proposals for rendering your services. You are free to deal with the Client User upon expiration of the Restricted Period. You shall immediately inform and notify the Service Provider in the event a Client User contacts you / advances payments to you / employs you outside of the Platform during the Restricted Period.

### **5. FEES AND PAYMENT**

#### **5.1. FEES**

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

The Payment and Invoicing Terms with respect to the Total Project will be governed by the Project Agreement entered between the Service Provider and the Client User,

#### **5.2. PAYMENTS**

Pursuant to entering the Project Agreement, the Service Provider becomes responsible to pay you for the services rendered by you for the Client User. As per the Project Agreement entered between the Client User and the Service Provider, the Service Provider shall Invoice the Client User for the services rendered by you. Pursuant to the Client’s approval of the Invoice and receipt of payment by the Service Provider, the Service Provider shall release the said payment to you within seven (7) days of such receipt. The said Payment shall be subject to deductions by the Service Provider on account of the facilitation fee charged by it.



### **5.3. TAX REPORTING**

You will be liable to pay all the requisite Taxes (as may be applicable on you) with respect to the Expert Services rendered by you through the Service Provider's Platform. The Service Provider for the purposes of Tax Audit shall collect and report the payments advanced to you for the services rendered by you on its Platform , to the concerned authorities. You are solely responsible to maintain the requisite book and records for the services rendered by you on the Platform and you shall provide the Service Provider with such Records as and when it deems the same necessary for the purposes of Tax Reporting or other Legal Compliances.

## **6. OWNERSHIP**

### **6.1. OWNERSHIP OF THE PLATFORM**

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. Any and all improvement, modification, suggestions, corrections, modification(feedback) to the Platform will remain the property of the Service Provider. Feedback does not constitute the ratings and reviews that you may receive regarding services rendered by a Client User. The Service Provider reserves the right to use and disclose such Feedback in any manner without the prior consent of the Expert.

### **6.2. OWNERSHIP OF WORK PRODUCT**

The ownership of the Work Product will be governed as per the Project Agreement and the present Terms and Conditions of Use. You agree to assign the Intellectual Property to the Client User arising out of a work product developed for a project requirement of the said Client User.

## **7. CONFIDENTIALITY**

### **7.1. CONFIDENTIALITY AND NON- USE**

The obligations set out in Clause 7 shall be in effect for a period of three (3) years from the date of disclosure of the Confidential Information. The Parties agree to diligently protect either party's confidential information that it may come into knowledge during their association through the Platform. The Disclosing Parties require the prior written consent of the Parties' whose information is disclosed, before making such a disclosure to a receiving party. The Expert/Service Provider may disclose confidential information to individuals/ authorities, without the prior written consent of the other Party, for the purposes of Legal compliances or for the purposes of rendering the Services on the Platform.

## **8. REPRESENTATION AND WARRANTIES**

The Parties to the present Terms and Conditions of Use represent and warrant that :

- a) the present Terms and Conditions of Use constitute a binding enforceable agreement between the Expert and the Service Provider.
- b) that the consent of any third Party is not required to enforce the present Terms and Conditions of Use between the Service Provider and the Expert.
- c) that the present Terms and Conditions of Use do not violate any other Agreement that the Parties may be bound to enter into.
- d) that the Terms and Conditions of Use do not violate any applicable Law.

## **9. 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 (Expert or Client Users) 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 to the Service Provider for its facilitation charges.

In no event shall the Service Provider, or any of its affiliates, successors, and assigns, and each of its 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(Client or Expert User) or arising out of the use of or the reliance on any of the Services or the Platform.

## **10. INDEMNIFICATION**

### **10.1. INDEMNIFICATION BY EXPERT**

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

This obligation will survive the termination of our Terms.

## **10.2. INDMENIFICATION BY NICHEBRAINS**

The Service Provider agrees to indemnify, defend and hold harmless the Experts, 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.

## **11. TERMINATION**

### **11.1. 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 <insert email address>. 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 it comes to knowledge that you have provided false/ inappropriate information to the Service Provider/Client User or if any of your actions imposes legal liability on the Service Provider and other Users of the Platform. 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 or any Applicable Law or in the event your Actions are illegal/illicit. The Service Provider shall retain your Content for the purposes of Audit, internal business reasons as may be required by Law

### **11.2. 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 or under these Terms and Conditions of Use or by virtue of the Project Agreement. The termination of the Account will result in the suspension of your Account and deletion of your Content by the Service Provider. You will no longer hold access to your account upon

terminating the same. 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 4.3. 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 render the Expert services in accordance with the obligations set forth in the Project Agreement until the end of the Tenure of the Project Agreement or until the Termination of the Project Agreement.

Unless otherwise agreed upon, your Account on the Platform will stand revoked upon termination of the Terms and Conditions of Use and you will no longer have access to the Platform and your Content will stand deleted.

## **12. 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 by you to the User by virtue of the Project Agreement.

## **13. DISPUTE RESOLUTION**

### **13.1.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. These Terms and Conditions of Use and the Project Agreement 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 the Platform.

### **13.2. AMICABLE RESOLUTION OF DISPUTES**

If any dispute/claim arises in relation to or in connection with the present Terms and Conditions of use, the Expert shall attempt to first resolve such Dispute mutually through amicable means within 15 days of the dispute coming into existence. The Expert shall notify the Service Provider of the Dispute at <insert email address>. The Parties shall then try to negotiate on reaching an amicable solution. Any dispute that is not resolved in accordance with Clause 13.2, shall be settled by Alternate Dispute Resolution in accordance with Clause 13.3.

### **13.3. ALTERNATE DISPUTE RESOLUTION**

If the Dispute is still not resolved through Clause 13.2, 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 13.1 and 13.3. All Arbitration proceedings shall be conducted in English Language.

## **14. GENERAL**

### **14.1. 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.

### **14.2. 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.

### **14.3. NOTICES**

You can contact the Service Provider and serve the Notices stipulated within these Terms and Conditions of Use at <INSERT email ID>

### **14.4. WAIVER AND SEVERABILITY**

No waiver by either party of any term or condition set forth in Terms and Conditions of Use 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.

