

**ADReS NOW**  
**TERMS OF USE**



**ADR e-Sarvatra Private Limited**  
63 Palace Road, Vasanthnagar  
Bengaluru – 560052

## TERMS OF USE

UPDATED AS OF JUNE 30, 2020

This is a legal agreement between You (the person accessing, visiting, viewing or using the Website, and later referred to as “you”, or “User” (*as defined below*) as per the context) and ADR e-Sarvatra Private Limited, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at No. 63, Palace Road, Vasanth Nagar, Bangalore, Karnataka – 560052, India (“Company”, “we”, “us” or “our”).

We request you to carefully go through these terms and conditions for use of the Company’s website (“Website”, which expression shall include, to the extent made available by the Company, any mobile application associated therewith) (“Terms of Use” or “Terms”) before you continue to access the Website and decide to avail the Services (defined below) of the Company. These Terms of Use apply to your visit to and your use of the Website to avail the Services whether through a computer, a mobile phone or any other device, as well as to all information provided by you on the Website. By visiting the Website or by accessing the Website to avail our Services, you irrevocably accept and you shall abide by all the obligations stipulated in these Terms of Use as well as the Company’s Privacy Policy, both as may be amended from time to time. These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you.

### 1. KEY DEFINITIONS

- 1.1 “ADRes Now Rules” means and refers to the arbitration rules formulated by the Company, in relation to certain Transactional Services (*as defined below*).
- 1.2 “ADRes Now Registry” means and refers to the administrative body responsible for overseeing the delivery of Transactional Services, including by way of maintaining records of disputes, publishing information and providing secretarial support services, including but not limited to, processing requests for dispute resolution, financial administration and technical assistance and coordination.
- 1.3 “General Services” means and refers to any services, excluding Specific Services and Transactional Services, relating to alternate dispute resolution and offered on the Website, including but not limited to: (a) information and knowledge resources and, (b) education, training and certification services in the alternate dispute resolution field;

- 1.4 “**General Users**” means and refers to a person who views, accesses or visits the Website, other than a Specific User or a Transactional User;
- 1.5 “**Losses**” means and includes all losses, claims, demands, fines, costs, expenses, damages (whether or not resulting from third-party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ and accountants’ fees and disbursements, but does not include any special, consequential or punitive damages;
- 1.6 “**Services**” collectively refers to General Services, Specific Services and Transactional Services;
- 1.7 “**Services Agreement**” means and refers to the agreement executed by and amongst the Company and a Transactional User, which sets out certain terms and conditions on which the Transactional Services are offered to such Transactional User;
- 1.8 “**Specific Services**” means and refers to certain categories of content on the Website that are not available for General Users to view or access unless they register themselves on the Website in accordance with the terms hereunder;
- 1.9 “**Specific Users**” means and refers to persons who are required to register themselves on the Website, for accessing the Specific Services;
- 1.10 “**Transactional Services**” means and refers to the online alternate dispute resolution services offered on the Website and availed by a Transactional User (*as defined below*), whereby such Transactional User is provided access to an online portal to initiate, participate, transition ongoing external alternate dispute resolution proceedings onto the portal or be involved in alternate dispute resolution (including arbitration, mediation and conciliation) proceeding(s), in accordance with the terms and conditions stipulated in these Terms of Use and the Services Agreement, if applicable.
- 1.11 “**Transactional Users**” means and refers to claimants, legal counsels, dispute resolution professionals, respondents, witnesses and individual co-claimants who avail and/or participate or are involved in the Transactional Services offered on the Website; and
- 1.12 “**Users**” collectively refers to General Users, Specific Users and Transactional Users.

## 2. OVERVIEW

- 2.1 The Company is, *inter alia*, engaged in the business of: (i) developing and hosting “ADReS Now”, an online alternate dispute resolution platform; (ii) creating and administering a technology-based marketplace for engaging the services of professionals in the alternate dispute resolution field; (iii) developing and providing education, training and certification services in the alternate dispute resolution field; (iv) developing knowledge, disseminating information, and maintaining databases, in connection with alternate dispute resolution; and (v) providing related products and services in connection with the above objectives.
- 2.2 We reserve the right, at our sole discretion, to modify, terminate or replace these Terms at any time or any feature of the Website or the Services, without notice and without liability to you or any third-party. We will, however, make reasonable attempts, without being obliged to do so, to notify you of any material revisions. What constitutes a material revision will be determined by us at our sole discretion. Your continued use of the Website will constitute your acceptance of any such revisions. If you do not agree to the new Terms, you shall no longer be authorized to use the Services. To make sure you are aware of any changes, please review these Terms of Use periodically. Additionally, the new Terms of Use may be displayed on the Website and you may be required to read and accept them to continue your use of the Website and/or the Services.

## 3. REGISTRATION

- 3.1 All Specific Users and Transactional Users (except, at the discretion of the Company, witnesses) will have to register on the Website for availing the Specific Services and Transactional Services, respectively (“**Registration**”). To register, you may be required to provide your personal details including but not limited to first and last name, email address, country of origin, mobile number, profession, income bracket, gender and such other information as requested on the Website from time to time.
- 3.2 Registration is only a one-time process and if you have been previously registered, you will need to login/sign into your account using the same credentials as provided by you during the Registration process (“**Account**”). You are responsible for maintaining the confidentiality of the user name and password for your Account, including but not limited to the restriction of access to your chosen device and/or Account. You agree to accept

responsibility for any and all activities or actions that occur with respect to your Account. You agree to: (a) immediately notify the Company of any unauthorized use of your Account or any other security breach; and (b) ensure that you exit from your Account at the end of each session. The Company will not be liable for any Losses or direct or indirect damage arising from your failure to comply with these conditions. You shall be solely held liable for any losses incurred by the Company, any other User or any third-parties due to any unauthorized use of your Account.

- 3.3 You may not use as a username, a name which is the name of another person or entity or that is not lawfully available for use, or is a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. You represent and warrant that all users of your Account are above the age of 18 and have the necessary authority to undertake relevant actions and that the information provided on or through your Account is accurate, complete, and current at all times. Providing inaccurate, incomplete, or obsolete information may result in the immediate suspension or termination of your Account or your inability to use all or some of the Services.
- 3.4 If you are a Transactional User availing the Transactional Services, you hereby represent and warrant, and the Company shall be entitled to presume without any obligation to make independent inquiry, that you are duly and legally authorised to access and avail the Transactional Services.
- 3.5 You may receive notifications from the Company on your registered mobile number or e-mails and on any app associated with the Website. These notifications could relate to your Registration, transactions that you carry out through the Website, information and updates, promotions and/or such other matters the Company may determine. Further, the Company may also send notifications and reminders to you with respect to your activity on the Website, in relation to the Services. Please note that while the Company endeavours to provide these notifications and reminders to you promptly, the Company does not provide any guarantee and shall not be held liable or responsible for any failure to send such notifications or reminders to you. General Users and Specific Users can unsubscribe/opt-out from receiving communications, newsletters and other notifications from the Company at any time by following the procedure set forth on the Website. Transactional Users do not have the option to unsubscribe from such notifications and, emails in respect of the

Transactional Service, owing to the significance of such notifications and emails in efficiently providing and availing the Transactional Services.

#### **4. CONDITIONS OF USE**

- 4.1 The Company will make reasonable efforts and shall endeavor that you are able to use the Services without undue disruption, interruption or delay.
- 4.2 During the course of your use of our Transactional Services, you may additionally need to provide information or documentation, including, but not limited to, the following:
  - (a) Pleadings and documents related to any dispute you wish to resolve using the Transactional Services.
  - (b) Identification details, such as your company identification number and address.
- 4.3 Our Services may also allow certain persons to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("**Content**"). You are responsible for the Content that you post on or through the Services, including its legality, reliability, and appropriateness.
- 4.4 By posting Content on or through the Services, you represent and warrant that: (i) the Content is owned by you and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Services does not violate the privacy rights, any applicable data protection laws, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to suspend or terminate the Account of anyone found to be in breach of these Terms, or other laws, rules or regulations, including intellectual property laws.
- 4.5 You retain any and all of your rights to any Content you submit, post or display on or through the Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Services. However, by posting Content using the Services you grant us the irrevocable, perpetual, unconditional, exclusive, and worldwide royalty-free right, authorization and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content in the context of the Services. You agree that this license includes our right to make

your Content available to other Users of the Services and such Users may also use, modify, or view your Content subject to these Terms.

- 4.6 The Company has the right but not the obligation to monitor and edit all Content provided by you. In addition, all content found on or through these Services is the property of the Company or the Company has a license to use such content (“**Company Content**”). You may not distribute, modify, transmit, reuse, download, repost, copy, or use the Company Content, whether in whole or in part, for commercial purposes or personal gain, without express advance written permission from us. You shall always use the Company Content as an end-user of the Services. All the Company Content is made available as is and without any representations or warranties whatsoever, and the Company hereby disclaims any implied warranties, including but not limited to warranties of fitness for use, merchantability, and non-infringement. Under no circumstances shall the Company Content or Content posted by you or another user constitute or be deemed to be legal advice.
- 4.7 When you use the Website to avail the Services, you agree that you are involved in the transmission of sensitive and personal information, including but not limited to your account information (collectively “**SPI**”), which falls within the ambit of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. We agree to take all necessary steps to secure and maintain the confidentiality of the SPI that you have transmitted in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

## **5. YOUR RESPONSIBILITIES**

- 5.1 By using the Website, you represent and warrant that:
- (a) You are 18 years of age or older and that your use of the Website shall not violate any applicable law or regulation; and
  - (b) You have fully read and understood the Terms of Use and Privacy Policy of the Website and consent to them.
- 5.2 You will ensure that your use of the Website and/or Services will not violate any applicable law or regulation. Further, you shall ensure that the requisite information provided by you to us for the Specific Services and Transactional Services is absolutely true, not in violation of any third- party’s intellectual

property rights or applicable data protection/privacy laws, up-to-date and correct and nothing material has been concealed, and that you agree to maintain the accuracy of such information. The Company will not be liable for any incident occurring due to incorrect or insufficient information provided by you, whatsoever.

5.3 You acknowledge that you have no rights in, or to, the Website or the technology used or supported by the Website or any of the Services, other than the right to use each of them in accordance with these Terms of Use and the Services Agreement, if applicable.

5.4 You expressly understand and agree that:

(a) The information, the Company Content and materials on the Website and/or Services is provided on an “as is” and “as available” basis. The Company and its subsidiaries, affiliates, directors, officers, shareholders, employees, agents, partners and licensors disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, uninterrupted use, fitness for a particular purpose and non-infringement;

(b) The Company does not warrant that the functions contained in the Company Content, information and materials on the Website and/or Services, including, without limitation any third- party sites or services linked to the Website and/or Service will be fit for a particular purpose, merchantable, uninterrupted, timely or error-free, that the defects will be rectified, or that the Website or the servers that make such content, information and materials available are free of viruses or other harmful components;

(c) Any materials downloaded or otherwise obtained through the Website are accessed at your own risk, and you will be solely responsible for any damage or loss of data that results from such download to your computer system; and

(d) If any open-source software is included in the Website or any Services, the terms of an open-source license may override some of the terms of these Terms of Use and further, the Company shall not be liable to the Users for any Losses caused to the Users as a direct or indirect result of such overriding terms of an open-source license.

5.5 You will not do any of the following:

- (a) Use the Website or any of the Services in any manner inconsistent with these Terms of Use or Privacy Policy;
- (b) Use the Services in any way that is unlawful, for any unlawful purpose, or harms the Company, the Website, or any other person or entity, as determined in the Company's sole discretion, or act fraudulently or maliciously;
- (c) Decompile, reverse engineer, or disassemble the content on the Website;
- (d) Post or upload any content that is libelous, defamatory, abusive, threatening, harassing, hateful, and offensive or otherwise violates any law or right of any third-party, or engage in any form of antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," "phishing" and "griefing" as those terms are commonly understood and used on the internet;
- (e) Copy, transmit, delete, license, store or modify any content on the Website, including but not limited to, any information regarding the Services, their performance, sales or pricing, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or logos;
- (f) Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Website and/or Services or any connected network, or otherwise damage, disable, overburden, impair or compromise the Website, our systems or security or interfere with any person or entity's use or enjoyment of the Website and/or the Services; or
- (g) Make false or malicious statements in connection with the Services, against the Website or the Company.

**6. PAYMENT OPTIONS**

- 6.1 You hereby understand and acknowledge that the terms and conditions contained in this Paragraph 6 are currently only applicable to Transactional Users availing the Transactional Services, provided that the Company

reserves the right to make the provisions of this Paragraph 6 apply, in whole or in part, and with or without modifications, to Special Services and/or General Services.

- 6.2 You agree and acknowledge that you will have to make the requisite payment for the Transactional Services availed by you on the Website. The Website may provide you with one or multiple online payment options, including but not limited to credit card or debit card payments, net banking, digital wallets, from time to time at our discretion. Please note that we cannot control any amount that may be charged to you by your bank or other payment facilitators in relation to the collection of the total amount, and we disclaim all liability in this regard.
- 6.3 In the event that we employ third-party payment gateways and/or electronic wallets to receive payments from you on the Website and subsequently, you are directed to a third-party payment processor, you shall then be subject to terms and conditions governing use of that third-party payment processor's service and that third-party payment processor's personal information collection practices. In connection with such payments, you will be asked to provide customary billing information such as, but not limited to, name, billing address and payment information (including, as applicable, information about payment card, net banking, UPI and other digital payment methods), either to us or the third-party payment processor.
- 6.4 The Company is not responsible for delays or erroneous transaction execution or cancellation due to payment issues. We take utmost care to enable smooth functioning of third-party gateways and/or electronic wallets to process payments, but do not control their systems, processes, technology and workflows and hence cannot be held responsible for any fault at their end.
- 6.5 You hereby authorize the Company to process any and all transactions initiated through the use of any of your SPI, digital certificate, passwords and/or passphrases. You agree and acknowledge that the transactions may call for and require additional verification or information from you, which may also fall within the ambit of SPI and you undertake to provide complete, correct and proper information. You shall be solely responsible for maintaining the confidentiality of your SPI, digital certificate, passwords and passphrases assigned to you. You must immediately notify the Company of any unauthorized use of your SPI, digital certificate, and passwords or passphrases. You shall be responsible for any unauthorized activities, charges

and/or liabilities made on or through your SPI, digital certificate, passwords or passphrase. In no event shall the Company be liable to you for any unauthorized use or misuse of your SPI, digital certificate, passwords or passphrase or security authentication option.

## **7. INDEMNIFICATION**

- 7.1 You agree to defend, indemnify and hold harmless the Company and its licensees and licensors, affiliates, employees, contractors, agents, officers, directors and shareholders, and the officers, employees and other personnel of the ADReS Now Registry from and against any and all Losses, resulting from or arising out of your acts and omissions, including but not limited to :
- (a) your use and access of the Services, by you or any person using your Account and password;
  - (b) a breach of or non-compliance with these Terms of Use or Privacy Policy;
  - (c) any infringement of any intellectual property or other rights of the Company or any third- party;
  - (d) any Content posted on or in relation to the Services;
  - (e) your breach of any applicable laws;
  - (f) your violation of the ADReS Now Rules (if and as they are applicable to you) and any act or omission to frustrate, subvert, sabotage or otherwise adversely affect the conduct of the Transactional Services under the ADReS Now Rules (if and as they are applicable to you) or otherwise; or
  - (g) We will notify you promptly of any third-party claim or demand. We shall have the right (but not the obligation) to undertake or to cause you to undertake the defense of any third- party claims and, compromise and settle such third- party claims on behalf and at the sole risk and expense of the User, provided that you shall not compromise or settle any such third-party claims without our prior written consent, where such consent shall not be unreasonably withheld or delayed. If we choose to undertake the defense of any such third- party claims, you shall unconditionally cooperate and provide us with all necessary

assistance, at your sole expense, in defending any such third- party claim or demand.

## **8. LIMITATION OF LIABILITY**

8.1 Notwithstanding anything to the contrary in these Terms of Use or the Privacy Policy, we shall not be liable or responsible for events, including, but not limited to, those set out hereunder:

- (a) any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control, including force majeure events;
- (b) any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by an assigned partner(s) or a third-party service;
- (c) the Services not meeting your individual requirements or the Services containing defects or errors, as the Service has not been developed specifically for you. It is your responsibility to ensure that you only use the Services if its facilities and functions meet your requirements;
- (d) any Losses caused by a distributed denial-of-service, viruses attack, or other technologically harmful material that may infect your device, data or other proprietary material due to your use of the Website or the Services;
- (e) any actions or inactions of the other Users of the Website or any breach of conditions, representations or warranties by them; and
- (f) without prejudice to the foregoing, any actions or inactions of dispute resolution professionals, disputants, witnesses and other users of the Transactional Services, and consequent damages, Losses and other liabilities.

8.2 Additionally, by using the Website or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Website or any of the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 8.3 To the fullest extent permitted by law, in no event will the Company or its affiliates be liable in respect of the Website and/or the Services for any direct, indirect, special, incidental, punitive, exemplary or consequential damages whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not the Company has been warned of the possibility of such damages. You expressly understand that under no circumstances, including negligence, will the Company be liable to you or any other person or entity for any direct, indirect, incidental, special, remote or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including with respect to:
- (a) the use or the inability to use the Website and/or the Services;
  - (b) the cost of procurement of additional services resulting from any data, information or services purchased or obtained or messages received through or from the Website and / or Services;
  - (c) unauthorised access to or alteration of your transmissions or data; or
  - (d) any other matter relating to the Website and/or Services.
- 8.4 To the extent that any of the foregoing exclusions are disallowed in whole or in part under any of the applicable laws, the maximum liability of the Company to General Users, Specific Users and Transactional Users who have not made any payments in respect of the Transactional Service, shall be limited to Rupees Fifty Thousand Only (INR 50,000/-). However, for Transactional Users who have made payments in respect of the Transactional Service, the maximum liability of the Company shall not be greater than the total fees paid by such Transactional Users to the Company in the past twelve (12) months for availing the Transactional Services.
- 8.5 Without prejudice to the foregoing, none of the directors, officers, shareholders, officials or employees of the Company shall be personally liable for any action in connection with the Website or the Services.
- 8.6 Nothing in these Terms of Use shall limit or exclude your liability for death or personal injury resulting from your negligence, fraud or fraudulent misrepresentation, and any other liability that cannot be excluded or limited by law.

## **9. OWNERSHIP, COPYRIGHT AND TRADEMARKS**

- 9.1 We are and we will remain the owner of the Website and the Services thereunder at all times. You acknowledge that copyright in works contained in the Website and the Services, including but not limited to all the Company Content, features, functionality software, design, text, sound recordings and images, are our exclusive property, or licensed by us, except as otherwise expressly stated. You may access the Website as a bona fide visitor or only for your use of the Services offered. In the event we are licensing any content from you, the relevant terms and conditions of such license shall, to the extent of any inconsistency herewith, prevail over this provision.
- 9.2 All trademarks, service marks, trade names, trade dress, and other forms of intellectual property are proprietary to the Company. No information, code, algorithms, content or material from the Website or the Services may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without our express written permission.

## **10. THIRD- PARTY LINKS**

- 10.1 The Website and the Services thereunder includes links to third-party websites and/or applications. You acknowledge that when you access a third-party link that leaves the Website:
- (a) the website or application you enter into is not controlled by the Company and different terms of use and privacy policies may apply;
  - (b) the inclusion of a link does not imply any endorsement by the Company of the third-party website and/or application, the website's and/or application's provider, or the information on the third-party website and/or application; and
  - (c) if you submit any information or details on any of those websites and/or applications, such information is governed by the terms of use and privacy policies of such third-party websites and/or applications and the Company disclaims all responsibility or liability with respect to these terms of use, policies or the websites and/or applications.
- 10.2 You are encouraged to carefully read the terms of use and privacy policy of any third-party website and/or application that you visit. The Company reserves

the right to disable third-party links from the Website, although the Company is under no obligation to do so.

## **11. TERMINATION**

- 11.1 We reserve the right in the event you breach these Terms of Use or the Privacy Policy to suspend or terminate your access to the Website and/or Services with or without notice to you. Any suspected illegal, fraudulent or abusive activity will also be grounds for terminating your access to the Website and/or Services. Upon suspension or termination, your right to access the Website and/or avail the Services shall immediately cease and we reserve the right to remove or delete your information that is available with us, including but not limited to login, account information and information posted by you.
- 11.2 We reserve the right to (a) cease operating the Website or any of the Services at any time without notice, and/or (b) terminate these Terms of Use.
- 11.3 If a Specific User or Transactional User desires to terminate its Account, you shall contact the Company in writing at *info@adresnow.com* or the email address of your relationship manager, respectively.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1 These Terms of Use shall be read and interpreted in accordance with the laws of India.
- 12.2 Arbitration:
  - (a) Any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms of Use to arbitrate, or to your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed jointly by the Company and you.
  - (b) Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

- (c) The seat of such arbitration shall be Bangalore.
- (d) All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.

### **13. ACCESS OUTSIDE OF THE REPUBLIC OF INDIA**

The Company makes no representation that the content on the Website and/or the Services is appropriate to be used or accessed outside the Republic of India. Any users who use or access the Website or avail the Services from outside the Republic of India, do so at their own risk and are responsible for compliance with the laws of such jurisdiction. These Terms do not constitute, nor may these Terms be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorized or to any person to whom it is unlawful to promote or solicit.

### **14. SEVERABILITY**

- 14.1 If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

### **15. CONTACT INFORMATION**

- 15.1 Should you have questions about this Terms of Use or the Company's information collection, use and disclosure practices, you may contact us at: *info@adresnow.com* We will use reasonable efforts to respond promptly to requests, questions or concerns you may have regarding our use of the information submitted by you on our Website. However, the Company cannot ensure a response to questions or comments regarding topics unrelated to this policy or the Company's privacy practices.

### **16. WAIVER**

- 16.1 No term of these Terms of Use shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **17. FORCE MAJEURE**

We will not be responsible for any delay or failure to comply with our obligations under these Terms or in performing the Services, if the delay or failure arises due to any event or circumstance beyond our reasonable control.

## **18. ELECTRONIC RECORD**

This document is an electronic record in terms of the Information Technology Act, 2000 (“**IT Act**”) and rules made thereunder as may be applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of the IT Act and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use of the Website.

## **19. COMPLETE UNDERSTANDING**

- 19.1 These Terms of Use contain the entire understanding between us and the Users, and there are no other written or oral understandings or promises amongst us and the Users with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use. However, with respect to Transactional Users, to the extent possible, these Terms of Use shall be harmoniously read and interpreted along with the Services Agreement, where applicable.

**YOU HAVE FULLY READ AND UNDERSTOOD THESE TERMS OF USE AND VOLUNTARILY AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**