

TERMS AND CONDITIONS OF SERVICE AND USE

1. GENERAL

- a. We, **M/s. TRAKET MULTIVENTURES PRIVATE LIMITED**, a Private Limited Company, bearing CIN Number _____ incorporated under the Companies Act, 2013, having its registered office at “122 Grohitam Premises, Sector 19, Vashi, Navi Mumbai: 400705, INDIA”, represented by its members, hereinafter referred to as the “**Company**” (where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns.) The creator of these Terms of Service ensures steady commitment to Your privacy with regard to the protection of your invaluable information. This document contains information about the Website “**www.traket.net**” and Application “_____” (hereinafter collectively referred to as the “**Platform**”).
- b. For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,
 - a. “We”, “Our”, and “Us” shall mean and refer to the Platform and/or the Company, as the context so requires.
 - b. “You”, “Your”, “Yourself”, “User”, “Buyer”, “Vendor”, “Seller” and “Customer” shall mean and refer to natural and legal individuals who use the platform and who is competent to enter into binding contracts, as per Indian laws.
 - c. “Customers” shall refer to those willing to avail services of the Vendor through the Company for the purpose logistical services of through the Platform.
 - d. “Vendors” shall refer to those selected by the Company who shall be owners and/or drivers for Trucks, Tempos and/or other heavy utility vehicle used to carry load and provide logistical services in accordance with the agreed terms provided by the Company.
 - e. “User” shall refer to both “Customers” and “Vendors”.
 - f. “Services” refer to providing a Platform for Customers/Users wishing to avail logistical services, to connect with the huge network of truck owners and drivers here in referred to as vendors who are in need of

logistical services through the use of a single platform.

- g. "Third Parties" refer to but not limited to any Application, company or individual apart from the User and the creator of this Application.
- h. The term "Platform" refers to the Website and the Application which provides the Customer/User a direct connect with the huge network of truck owners and drivers to ensure a safe and prompt delivery.
- i. **The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.**
- j. The use of this Platform by the Users is solely governed by these Terms as well as the Privacy Policy, and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. If You continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Policy are co-terminus in nature, and that expiry/termination of either one will lead to the termination of the other.
- k. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.
- l. The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications

shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the Platform following such a change, the User will be deemed to have consented to any and all amendments/modifications made to the Terms. In so far as the User complies with these Terms, it is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Platform and the Services. If the User does not adhere to the changes, You must stop using the Services at once. Your continuous use of the Services will signify your acceptance of the changed terms.

2. REGISTRATION

- a. Registration is mandatory for the Users to access the Services provided by the Company through the Platform.
- b. Users shall register themselves on the Platform by providing information including but not limited to personal information as following,
 - Name
 - Date of Birth
 - E-mail address
 - Contact number
 - City
 - Any other details which the platform will ask for.
- c. The Users may also register using their Facebook/Google accounts with the Platform.
- d. The Registration and use of the Platform is however free of cost and no charges are applicable for the same.
- e. Charges may be incurred after registration depending on the Services the User would like to avail.
- f. Registration for this Platform is available only to those above the age of eighteen (18) years, barring those “Incompetent to Contract” which *inter alia* include insolvents. If you are a minor and wish to use the Platform as a User, You may do so through your legal guardian and the Company reserves the right to terminate your account on knowledge of you being a minor and having registered on the Platform or availing any of its Services.

Further, at any time during Your use of this Platform, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your Username and password, and any activity under the account shall be deemed to have been done by You. In the case that you provide us with false and/or inaccurate details or we have reason to believe you have done so, we hold the right to permanently suspend your account. You agree that you will not disclose your password to any third party, and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account.

3. SERVICE OVERVIEW

The Company shall act as a facilitator and/or mediator between the Vendor and Customer. The Vendor are those Users of this platform appointed by the Company who mainly consists of driver or/and owners of Truck, Tempo and other load carrying vehicles. The Customer are those users of this platform who wish to avail logistical services of transport from the Company via the platform from one place to another.

The services will primarily be to provide the Customer with the most satisfied, trustworthy, punctual and qualitative logistical support from the Vendor via the Company owning the platform.

4. ELIGIBILITY

The User represents and warrants that they are competent and eligible to enter into legally binding agreements and of 18 years of age, and that they have the requisite authority to bind themselves to these Terms in accordance with the Law.

The User further represents that they will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

The User may not use the Platform if they are not competent to contract or are disqualified from doing so by any other applicable law, rule or regulation currently in force.

5. CONTENT

All text, graphics, User interfaces, visual interfaces, photographs, trademarks,

logos, brand names, descriptions, sounds, music and artwork (collectively, 'Content'), is generated/provided or based on information provided by third parties and We have no control and make no guarantees regarding the quality, the accuracy, integrity or genuineness of such Content. All the Content displayed on the Platform is subject to copyright and shall not be reused by any party (or third party) without the prior written consent of the Company and the copyright owner.

The User is solely responsible for the integrity, authenticity, quality and genuineness of the content provided on the Platforms and whilst feedback and comments by Users can be made via the Platform, the Platform bears no liability whatsoever for any feedback or comments made by the Users or made in respect of any of the content on the Platform. Further, the Platform reserves its right to suspend the account of any User for an indefinite period to be decided at the discretion of the Platform, or to terminate the account of any User who is found to have created or shared or submitted any Content or part thereof that is found to be untrue/inaccurate/misleading or offensive/vulgar. The User shall be solely responsible for making good any financial or legal losses incurred through the creation/sharing/submission of Content or part thereof that is deemed to be untrue/inaccurate/misleading.

The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Platform. Users shall not copy, adapt, and modify any content without written permission of the Company.

6. TERM

- a. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access and use the Services and Platforms.
- b. A Customer may terminate their use of the Services and the Platform at any time.
- c. The Company may terminate these Terms and close a User's account at any time without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.
- d. Such suspension or termination shall not limit our right to take any other action against you that the Company considers appropriate.

- e. It is also hereby declared that the Company may discontinue the Services and Platforms without any prior notice.
- f. Any changes made in policy, terms and conditions will be updated on any future date can be added to the annexure.

7. TERMINATION

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Services, or any portion thereof, at any time, without notice or cause.

The Platform also reserves the universal right to deny access to particular Users, to any/all of its Services without any prior notice/explanation in order to protect the interests of the Platform and/or other visitors to the Platform.

The Platform reserves the right to limit, deny or create different access to the Platform and its features with respect to different Users, or to change any of the features or introduce new features without prior notice.

The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

8. COMMUNICATION

By using this Services and Platforms, and providing his/her identity and contact information to the Company through the Platform, the User hereby agrees and consents to receiving calls, e-mails or SMSs from the Company and/or any of its representatives at any time.

Users can report to _____ if they find any discrepancy with regard to Service related information and the Company will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time taken for investigation.

The User expressly agrees that notwithstanding anything contained hereinabove, it may be contacted by the Company or any representatives relating to any service availed of by the User on the Platform or anything pursuant thereto and the User agrees to indemnify the Company from any and all harassment claims. It is

expressly agreed to by the Parties that any information shared by the User with the Company shall be governed by the Privacy Policy.

9. PAYMENT

Charges

Registration and subscription to the Services on the Platform is free of cost.

However, post availing the service on the platform the Customer shall pay an amount for the Services availed through the Platform directly to the Company in any of the prescribed modes of payment.

Payment Methods

- i. Debit Card
- ii. Online Wallets
- iii. Online Payment Gateways: Paytm and CCAvenue
- iv. Bank transfer, cash, NEFT, RTGS, cheque

The User(s) acknowledges that a minimum of one of the above payment methods shall be offered on the Platform. The Users are solely responsible for the genuineness of credentials and payment information provided on the Platform and the Platform shall not be liable for any consequences, direct or indirect, resulting from the provision of incorrect or untrue credentials or payment information by any Users.

Further, the Platform does not bear any liability for any activities, breaches, discrepancies or technical problems experienced by the Users whilst using any third-party payment gateway to make payments. The relationship between the Users and third-party payment gateway shall be governed by the Terms of Use and Privacy Policy of the said payment gateway, and the Platform shall not be associated with any dispute arising therefrom.

The Company will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user. To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, the Company reserves the right to cancel all past, pending and future orders without any liability.

The Company shall disclaim all responsibility and owns no liability to Users for any outcome (incidental, direct, indirect or otherwise) from the use of the Services. The Company, as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

10. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT

The User agrees and acknowledges that they are a restricted User of this Platform, and that they:

- a. Agree to provide genuine credentials during the process of registration on the Platform. User shall not use a fictitious identity to register. The Company nor the Platform are not liable if the User has provided incorrect information.
- b. Agree to ensure the email address, address and mobile number and any other credentials provided during account registration are valid at all times and shall keep your information accurate and up-to-date. The User can update their details any time after registering.
- c. Agree that they are solely responsible for maintaining the confidentiality of their account password. You agree to notify us immediately of any unauthorized use of their account. We reserve the right to close your account at any time for any or no reason.
- d. Understand and acknowledge that the data submitted is manually entered in to the database of the Platform. The User also acknowledges the fact that data so entered into the database is for the purpose of easy and ready reference for the User, and to streamline the Services through the Platform.
- e. Authorize the Platform to use, store or otherwise process certain personal information and all published Content, Customer Purchases, Offer redemption's, Customer locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes and for optimisation of User-related options and Services.
- f. Understand and agree that, to the fullest extent permissible by law, the Platform/Company and their successors and assigns, or any of their affiliates or

their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from use of the Platform or from this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.

- g. Are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission of the Company.
- h. Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform will lead to suspension or termination of the User's access to the Platform. The User acknowledges and agrees that by accessing or using the Platform or any of the Services provided therein, it may be exposed to content that it may consider offensive, indecent or otherwise objectionable. The Company disclaims any and all liabilities arising in relation to such offensive content on the Platform.
- i. Expressly agree and acknowledge that the Content displayed on the Platform is not owned by the Company, and that the Company is in no way responsible for the content of the same. The User may however report any offensive or objectionable content, which the Company may then remove from the Platform, at its sole discretion.
- j. Expressly consents to follow the terms and conditions, and policies of the Sellers affiliated with the Company from whom the Users are making purchases.

The User further undertakes not to:

- a. Engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);
- b. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- c. Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. The User may not reverse look-up, trace or seek to trace any information relating to any other User of, or visitor to, the Platform, or any other viewer of the Platform, including any User account maintained on the Platform not operated/managed by the User, or exploit the Platform or information made available or offered by or through the Platform, in any manner;
- d. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked Platforms;
- e. Use the Platform or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other third party (ies);
- f. Violate any code of conduct or guideline which may be applicable for or to any particular service offered on the Platform;
- g. Violate any applicable laws, rules or regulations currently in force within or outside India;
- h. Violate any portion of these Terms or the Privacy Policy, including but not limited to any applicable additional terms of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- i. Commit any act that causes the Company to lose (in whole or in part) the Services of its Internet Establishment ("**ISP**") or in any manner disrupts the Services of any other supplier/service provider of the Company/Platform;

Further:

- j. The User hereby expressly authorizes the Company/Platform to disclose any

and all information relating to the User in the possession of the Company/Platform to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. The User further understands that the Company/Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

- k. By indicating User's acceptance to purchase any product or service offered on the site, user is obligated to complete such transactions after making payment. Users shall prohibit from indicating their acceptance to purchase products and services where the transactions have remained incomplete.
- l. The User agrees to use the services provided by the Company, its affiliates, consultants and contracted companies, for lawful purposes only.
- m. The User agrees not to make any bulk purchase to indulge into any resale activities. In case of any such instances, the Company reserves all rights to cancel the current and future orders and block the concerned User account.
- n. The User agrees to provide authentic and true information. The Company reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found to be false, not to be true (wholly or partly), the Company shall in its sole discretion reject the registration and debar the User from using the Services available on its Platform, and/or other affiliated websites or Application without prior intimation whatsoever.
- o. Failure or denial by another user to honor the deal, Coupon or coupon code not working in case of online coupons needs to be reported within 24 hrs of the purchase of the deal or coupon.
- p. The User agrees not to post any material on the Platform that is defamatory, offensive, obscene, indecent, abusive, or needlessly distressful, or advertising any goods or services. More specifically, the User agrees not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:
 - i. belongs to another person and to which the User has no right to;

- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- iii. is in anyway harmful to minors;
- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any law for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vii. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- viii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- ix. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- x. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

11. SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available, the Company may in its sole discretion, limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Platform, and/or refuse to usage of the Platform to the User, without being required to provide the User with notice or cause:

- a. If the User is in breach any of these Terms or the Policy;
- b. If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c. If the User's actions may cause any harm, damage or loss to the other Users or to the Company, at the sole discretion of the Company.

12. INDEMNITY

You (the User) agree to indemnify, defend and hold harmless the Company/Platform, its service providers, and their respective directors, officers, employees and agents (collectively, "Parties"), from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these terms of use. Further, you agree to hold us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- a. Your use of the Platform,
- b. Your violation of these Terms and Conditions;
- c. Your violation of any rights of another;
- d. Your alleged improper conduct pursuant to these Services;
- e. Your conduct in connection with the Platform;

You agree to fully cooperate in indemnifying us at your expense. You also agree not to reach a settlement with any party without our consent.

In no event shall the Company/Platform be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company/ Platform had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with the User's use of or access to the Platform and/or the Services or materials contained therein.

13. LIMITATION OF LIABILITY

- a. The Founders/ Promoters/ Associated people of the Platform/Platform are not responsible for any consequences arising out of the following events:
 - i. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - ii. If the User has fed incorrect information or data or for any deletion of data;
 - iii. If there is undue delay or inability to communicate through email;
 - iv. If there is any deficiency or defect in the Services managed by Us;
 - v. If there is a failure in the functioning of any other service provided by the Platform.
- b. The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to the User, the User's belongings, or to any third party, resulting from the use or misuse of the Platform or any service availed of by the User through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Platform will not be liable to you for the unavailability or failure of the Platform.
- c. Users are to comply with all laws applicable to them or to their activities, and with all Policies, which are hereby incorporated into this Agreement by reference.
- d. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these terms.
- e. To the fullest extent permitted by law, the Platform shall not be liable to you or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

14. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Platform's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Platform and other distinctive brand features of the Platform are the property of the Company or the respective copyright or trade mark owner. Furthermore, with respect to the Platform created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

The User may not use any of the intellectual property displayed on the Platform in any manner that is likely to cause confusion among existing or prospective Users of the Platform, or that in any manner disparages or discredits the Company/Platform, to be determined in the sole discretion of the Company.

The User is aware all intellectual property, including but not limited to copyrights, relating to said Services resides with the owners, and that at no point does any such intellectual property stand transferred from the aforementioned creators to the Company, or to any other User. The User is aware that the Company merely provides a Platform through which the Users can communicate and schedule meetings, and the Company/the Platform does not own any of the intellectual property relating to the independent content displayed on the Platform, apart from originally created graphics and specified content

The User is further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the User will result in legal action being initiated against the User by the respective owners of the intellectual property so reproduced/infringed upon. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

15. DISCLAIMER OF WARRANTIES AND LIABILITIES

- a.** The User agrees and undertakes that they are accessing the Platform at their sole risk and are that they are using their best and prudent judgment before availing any service listed on the Platform or accessing/using any information displayed thereon.

- b.** The User agrees that any kind of information, resources, activities, recommendations obtained/availed from Platform, written or oral, will not create any warranty and the Platform disclaims all liabilities resulting from these.
- c.** The Company/Platform does not guarantee that the Services contained in the Platform will be uninterrupted or error-free, or that the Platform or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Platform.
- d.** It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

16. FORCE MAJEURE

Neither the Company nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

17. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

a. Mediation: In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below;

b. Arbitration: In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole

arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Mumbai.

The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India.

18. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User by emailing to

_____.

19. MISCELLANEOUS PROVISIONS

- a. Entire Agreement:** These Terms, read with the Policy, form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto.
- b. Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c. Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed

herein.

d. Contact Us: If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at
