



# AUTOMATAPI

Automated Intelligence

## TERMS & CONDITIONS

These Subscriber Terms & Conditions ("Terms & Conditions") constitute a binding contract between you ("Subscriber" or "Customer" or "you") and the applicable AutomataPi Solutions Pvt. Ltd. ("Company" or "We"), regarding the terms under which the Company will provide Subscriber with access to the Services.

**BY CLICKING ON THE BUTTON MARKED "I ACCEPT", SUBSCRIBER SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE ("Acceptance").** Subscriber agrees that its assent, given electronically, will have the same legal effect as if it had been personally signed by Subscriber. To the extent permitted by the law, these Terms & Conditions are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically.

### **1. TERMINOLOGY.**

- i. **"Account"** means an account required to access and/or use certain areas of our Site including Our Platform;
- ii. **"Company"** means AutomataPi Solutions Private Limited
- iii. **"Content"** - means the Standard Content offering within the Subscription Website.
- iv. **"Effective Date"** - refers to the date that the Company confirms Subscriber's right to use the Subscription Website.
- v. **"Services"** - means the Website, and its entire contents, features and functionality (including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, the Standard Content, and any documentation pertaining to the foregoing).
- vi. **"Standard Content"** - refers to content within the Subscription Website.
- vii. **"Subscriber"** - also referred to as "**Member**", refers to an individual / entity / organization / institution that has the right to access the website via a Subscription Fee ("**Paid Subscription**"), A Subscriber must be at least 18 years of age or, as applicable, the age of

majority in the country, state or other jurisdiction in which the Subscriber resides, and possess the legal right and ability to enter into binding contracts.

- a. Subscriber agrees to treat password, usernames, and other security information ("**Authentication Information**"), as confidential and to not provide any other person with access to the website or portions of it using Subscriber's (or the Authorized End User's) Authentication Information. Subscriber will notify the Company immediately of any unauthorized access to, or use of, Authentication Information. The Company has the right to disable any Subscriber or Authorized End User access to the Services at any time, in its sole discretion [for any or no reason, including] if, in the Company's opinion, Subscriber and/or Authorized End User has violated any provision of these Terms of Service or appear likely to do so.

viii. **"Subscription Term"** - means the period of time that a Subscriber may utilize the applicable portion of the website.

<b>"Platform"</b>	means collectively the online facilities, tools, services, and information that We provide through Our Site for the creation, editing, and hosting of User Sites;
<b>"Subscription"</b>	means a subscription to Our Site providing access to Our Platform;
<b>"Subscription Confirmation"</b>	means our acceptance and confirmation of your purchase of a Subscription;
<b>"Subscription ID"</b>	means the reference number for your Subscription;
	<b>"Subscription Website"</b> means the SaaS platform provided by AutomataPi
<b>"Third Party Service Provider"</b>	means a third party providing a service that is offered to Users through Our Platform;

**“User”** means a user of Our Site;

**“User Content”** means any Content submitted by a User;

- ix. **“Virus”** means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- x. **“Website”** - means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Company's website located at [www.automatapi.com](http://www.automatapi.com).
- xi. **“Website Provider”** - means AutomataPi Solutions Private Limited

## **2. INFORMATION ABOUT THE SERVICE PROVIDER.**

This site is owned, operated and hosted by AutomataPi Solutions Private Limited, a private limited company having its registered office at A-1212 & 1212A, Kailas Business Park, Godrej – Hiranandani Road, Park Site, Vikhroli West, Mumbai – 400 079, Maharashtra, India.

## **3. AGE RESTRICTIONS**

Consumers may only use Our Platform and create User Sites if they are at least 18 years of age.

## **4. ACCESS AND CHANGES TO OUR PLATFORM**

- i. Access to Our Platform and the creation, editing, and hosting of User Sites requires a Subscription. Upon purchasing a Subscription, Our Platform will be available to you, and your User Site(s) available, for the duration of that Subscription and any and all subsequent renewals.
- ii. We may from time to time make changes to Our Platform:

- a. Changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform you by email of any changes (including, if applicable, anything that you need to do) that impact your day-to-day operations, and materially affect your use of our Platform or the availability of your User Site(s);
  - b. Changes may be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do); and
  - c. We will continue to develop and improve our Platform over time, in some cases making significant changes to it.
- iii. We will always aim to ensure that our Platform is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 4.ii. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to availability.

**5. SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.**

- i. Subject to these Terms & Conditions, Subscriber will be granted a limited, non-exclusive, revocable non-transferable, and non-sublicense-able right to access that portion of the Website applicable to the Subscription type. Upon agreeing to grant such access the Website Provider / Company does not obligate itself or take liability on itself to maintain the Website, or to maintain it in its present form. The Website Provider may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services.
- ii. Subscriber agrees to abide by any rules or regulations that the Website Provider publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms & Conditions

by this reference. The Website Provider reserves the right to deny a Subscriber, access to the Subscription of the Website if, in the Website Provider's sole discretion, Subscriber has failed to abide by these Terms and Conditions or appears likely to do so.

- iii. Subscriber accepts that the Website Provider in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms & Conditions.
- iv. Subscriber promises, acknowledges and agrees on behalf of itself that:
  - a) Access privileges may not be transferred to any other third-parties;
  - b) It will not access, store, distribute or transmit any Viruses;
  - c) It will comply with all applicable laws and regulations with respect to use of the Services;
  - d) It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
  - e) It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
  - f) It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
  - g) It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
  - h) It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any

copyright, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

#### **6. AVAILABILITY OF WEBSITE.**

Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Website Provider liable for delays that are ordinary in the course of Internet use. The Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Website Provider / Company's upgrading, modification, or standard maintenance of the Website and that the Website Provider / Company will not be held liable for the same.

#### **7. INTELLECTUAL PROPERTY RIGHTS.**

- i. The Services are owned by the Website Provider /Company, its licensors or other providers of such material, and are protected by Indian and international copyright, trademark and other intellectual property or proprietary rights laws.
- ii. No right, title or interest in or to the Services or any portion thereof, is transferred to any Subscriber and all rights not expressly granted herein, are reserved and retained by the Website Provider.
- iii. The Website Provider name, the Website Provider logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the

Website Provider or its affiliates or licensors. Subscriber shall not use such marks without the prior written permission of the Website Provider. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

- iv. By accepting these Terms of Service, you hereby undertake:
  - a. Not to copy, download or otherwise attempt to acquire any part of Our Platform;
  - b. Not to disassemble, decompile or otherwise reverse engineer Our Platform;
  - c. Not to allow or facilitate any use of Our Platform that would constitute a breach of these Terms of Service; and
  - d. Not to embed or otherwise distribute Our Platform on any website, ftp server or similar.

## **8. WEBSITE PROVIDER OBLIGATIONS.**

The Website Provider will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs and for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the Website Provider, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the Website Provider / Company's instructions, or modification or alteration of the Services by any party other than the Website Provider / Company. If the Services are in non-conformance with the foregoing undertaking, the Website Provider will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Subscriber with an alternative means of accomplishing the desired performance.

## 9. FEES AND PAYMENT.

- i. **Subscription Fee.** Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term ("**Subscription Fee**"). The Website Provider reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.

## 10. TERM AND TERMINATION.

### **Term.**

- i. **General Subscription (Annual Maintenance Contract AMC).** Subscriber may subscribe to the Services for the term of the Subscription commencing on the Effective Date ("**Initial Term**"). Thereafter, the Subscription will renew automatically on the corresponding anniversary date ("**Renewal Date**") of the Effective Date (each a "**Renewal Term**", and collectively with the Initial Term, the "**Subscription Term**"), until Subscriber notifies the Website Provider / Company of its intention not to renew prior to the end of the then-current term. The intimation to discontinue the Subscription shall be \_\_ days before the expiry of the term.
- ii. **Proof of Concept (POC)** Proof of Concept is a trial period that is generally between 3-6 months. The Subscriber has an option to either continue their Subscription by switching to an AMC or to cancel the subscription.

**Termination.** The Website Provider / Company reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms & Conditions.

**Effect of Termination.** Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.



## **11. CONFIDENTIALITY.**

The Subscriber agrees to maintain the confidentiality of the Website Provider/Company's Confidential Information. For the purposes of these Terms & Conditions, the term "Confidential Information" means all portions of the Services, including but not limited to, the Website.

## **12. THIRD PARTY LINKS OR INFORMATION.**

This Website may contain links to other websites that are not operated by or related to the Website Provider / the Company. Website Provider is not responsible for the content, accuracy or opinions expressed in such third-party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

## **13. DISCLAIMERS OF STATEMENTS / WARRANTIES.**

Subscriber's use of the services or items obtained through the services is at its own risk. The Services are provided on an "as is" and "as available" basis, without any statements or warranties of any kind, either express or implied. Neither the Website Provider, its affiliates nor any person associated with them makes any statement, warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the services. Without limiting the foregoing, neither Website Provider, its affiliates nor anyone associated with them promises that the Services or items obtained through the Services or any portion thereof, will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the

Services or the Website or the server that makes it available, are free of viruses or other harmful components, or that the Services or items obtained through the Services will otherwise meet Subscriber's needs or expectations. Service Provider and its affiliates hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law. No verbal or written representations, information or advice given by company, its affiliates or their authorized representative shall create a warranty or in any way increase the scope of this warranty.

- i. No part of Our Platform or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any aspect of our Services.
- ii. We make reasonable efforts to ensure that the content contained within Our Platform is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Platform (and the content therein) is complete, accurate or up-to-date.
- iii. We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content or User Sites created, uploaded, or hosted using Our Platform. Any such opinions, views, or values are those of the relevant User, and do not reflect our opinions, views, or values in any way.
- iv. We are not responsible for any aspect of any services provided by Third-Party Service Providers, nor do we endorse those services in any way.
- v. Your use of services provided by Third-Party Service Providers shall be subject to the terms and conditions specific to those services. We will not be party to any contracts

or agreements between you and Third-Party Service Providers, nor will we be responsible for such transactions in any way.

- vi. You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- vii. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Platform.
- viii. You must not attempt to gain unauthorised access to any part of Our Platform, the server on which Our Platform is stored, or any other server, computer, or database connected to Our Platform.
- ix. You must not attack Our Platform by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- x. By breaching the provisions of sub-Clauses above you may be committing a cybercrime under the Information Technology Act, 2000 and such other cybercrime laws prevalent at that time. Any and all such breaches will be reported to the relevant law enforcement authorities and We will co-operate fully with those authorities by disclosing your identity to them. Your right to use Our Platform will cease immediately in the event of such a breach and, where applicable, your Account, User Content, and User Site(s) will be suspended and/or deleted.

#### **14. How We Use Your Personal Information (Data Protection)**

- i. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- ii. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

## 15. Data Protection and User Sites

- i. Both Users and Us shall comply with all requirements of the *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011*. With respect to personal data hosted by Us on behalf of a User, for the purposes of the Information Technology Rules, 2011 the User is the data controller and We are the data processor.
- ii. You must ensure that, with respect to your User Site(s) and any and all User Content, you have all necessary and appropriate consents and notices in place in order to enable the lawful transfer of personal data to Us for hosting.
- iii. Any and all personal data processed by Us (as a data processor) on your behalf (as a data controller) in the course of providing our Platform and hosting your User Site(s) shall be processed in accordance with the terms of *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011*.

However, it is to be noted that section 69 of the Act, which is an exception to the general rule of maintenance of privacy and secrecy of the information, provides that where the Government is satisfied that it is necessary in the interest of:

the sovereignty or integrity of India,  
defence of India,  
security of the State,  
friendly relations with foreign States or  
public order or  
for preventing incitement to the commission of any cognizable offence  
relating to above or  
for investigation of any offence,

It may by order, direct any agency of the appropriate Government to intercept, monitor or decrypt or cause to be intercepted or monitored or decrypted any

information generated, transmitted, received or stored in any computer resource. This section empowers the Government to intercept, monitor or decrypt any information including *information of personal nature* in any computer resource.

Where the information is such that it ought to be divulged in public interest, the Government may require disclosure of such information. Information relating to anti-national activities which are against national security, breaches of the law or statutory duty or fraud may come under this category.

#### **16. LIMITATION OF LIABILITY.**

Website Provider does not in any way exclude or limit its liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter for which it would be illegal for company to exclude or attempt to exclude its liability.

#### **17. APPLIES TO MULTI-USER SUBSCRIBERS:**

In no event shall Website Provider, its affiliates, licensors, employees, agents, officers or directors be liable to the Subscriber or any Third Party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, loss of data, or loss of profits, whether or not company has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the services or of any web site referenced or linked to from the services. The Subscriber solely shall be responsible for all claims and damages resulting from the misuse of the Services by the Subscriber and/or its authorized end Users.

**18. INDEMNITY.**

The Subscriber agrees to compensate and defend fully, the Website Provider/ the Company, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any Third-Party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.

**19. SURVIVAL.**

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms & Conditions.

**20. CHANGES.**

Except, for any provisions determining the primary contractual obligations of Subscriber and the Website Provider/ the Company hereunder, the Website Provider/ the Company has the right to revise and amend these Terms & Conditions from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services following the posting of revised Terms & Conditions means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.

**21. ASSIGNMENT.**

- i. We may transfer (assign) Our obligations and rights under these Terms & Conditions (and under the Contract, as applicable) to a Third Party (this may happen, for example, if We sell

Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms & Conditions (and the Contract) will not be affected and Our obligations under these Terms & Conditions (and the Contract) will be transferred to the third party who will remain bound by them.

- ii. You may not transfer (assign) your obligations and rights under these Terms of Service (and under the Contract) without Our express written permission.
- iii. The Contract is between you and Us. It is not intended to benefit any other person or Third Party in any way and no such person or party will be entitled to enforce any provision of these Terms & Conditions.
- iv. If any of the provisions of these Terms & Conditions are found to be unlawful, invalid or otherwise unenforceable by any Court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms & Conditions. The remainder of these Terms & Conditions shall be valid and enforceable.
- v. No failure or delay by Us in exercising any of Our rights under these Terms & Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms & Conditions means that We will waive any subsequent breach of the same or any other provision.
- vi. We may revise these Terms & Conditions from time to time in response to changes in relevant laws and other regulatory requirements.

## **22. INJUNCTIONS.**

The Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms & Conditions may cause the Website Provider/ Company an irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Website Provider / Company may seek an injunction to prevent the Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Website Provider / Company

may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the Website Provider / Company may be entitled at law or in equity.

### **23. GOVERNING LAW AND VENUE.**

This Policy shall be construed and governed by the laws in India and courts in Mumbai alone shall have exclusive jurisdiction over matters relating to or arising from this Policy.

### **24. NOTICES.**

Legal notices may be sent to the Website Provider/the Company at [policy@automatapi.com](mailto:policy@automatapi.com) (if by email), or, 1212-1212A, A Wing, Kailas Business Park, Park Site, Vikhroli, Mumbai 400079 (if by conventional mail). Notices to Subscriber may be sent either to the email address supplied in Subscriber's account or to the address supplied by Subscriber as part of its registration data. In addition, Website Provider may broadcast notices or messages through the Website to inform matters of importance, and such broadcasts shall constitute notice to Subscriber to the extent permitted by applicable law. Any notices or communication under these Terms & Conditions will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or within three (3) days after Website Provider posts a notice on the Website.



## **25. FORCE MAJEURE.**

The Website Provider will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Website Provider's reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labour disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

## **26. PRIVACY POLICY AND WEBSITE USER POLICY.**

Subscriber agrees to comply with the then-current Website User Policy and Privacy Policy (collectively, the "**Policies**" and individually, the "**Policy**"). Website Provider reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Subscriber's continued use of any portion or all, of the Services, following the posting of a revised Policy means that Subscriber accepts and agrees to the changes. In the event of an express conflict between the Terms & Conditions and the terms of the Policies, the Terms of Service will prevail.

## **27. NO THIRD PARTY BENEFICIARIES.**

Any person or entity not a party to these Terms of Service will be deemed to be a Third-Party beneficiary of these Terms of Service or any provision hereof.

## **28. SEVERABILITY.**

If any provision of these Terms & Conditions are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms & Conditions will remain in full force and effect.

## **29. WAIVER AND AMENDMENT**

If the Website Provider fails to insist upon strict performance of Subscriber's obligations under any of these terms and conditions, or if Website Provider fails to exercise any of the rights or remedies to which it is entitled under these Terms & Conditions, this will not constitute a waiver of such rights or remedies and will not relieve Subscriber from compliance with such obligations. No waiver by Website Provider of any default will constitute a waiver of any subsequent default, and no waiver by Website Provider of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Subscriber in writing.

## **30. DISPUTE RESOLUTION**

- i. The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Policy through mutual discussion. In case it is not resolved within thirty (30) days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may issue a notice of reference, invoking settlement of such dispute through Arbitration.
- ii. Any and all disputes arising out of or in relation to this Policy between the Parties hereto or arising out of or relating to or in connection with this Policy or the

- performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof, shall be referred for arbitration in accordance to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof.
- iii. The place and seat of arbitration shall be Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator to be appointed mutually by both the parties.
  - iv. Costs of arbitration shall be borne equally by the both the parties to this Policy.
  - v. The arbitral award issued by such Arbitrator shall be in writing.

### **31. COMPLETE UNDERSTANDING.**

These Terms & Conditions, together with the Website User Policy and the Privacy Policy, constitute the sole and entire agreement between Subscriber and Website Provider with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

**EFFECTIVE DATE: 10<sup>th</sup> July 2018**