

Website User Agreement

This document is an electronic record in terms of Information Technology Act, 2000 and rules made thereunder and as may be amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signature.

Welcome to www.faroce.com (*hereinafter referred to as the “Website”*). The Website is owned and managed by NDNYA Business Solutions Private Limited, a company formed as per the provisions of the Companies Act, 2013 and having CIN U74999MH2018PTC305579 and having its registered address at F N.745, A3 7th Fl Rajyasarthi Jeevdani AronodayaNagar Veer Savarkar Marg Mulund MUMBAI Mumbai City MH 400081 (*hereinafter referred to as “we” or “us”*).

This Website User Agreement (*hereinafter referred to as the “Agreement”*) is a legally binding contract between you (*hereinafter referred to as “you” or “your”*) and us. You must carefully and fully read, agree to, and accept all of the terms and conditions contained in the Agreement in order to use the Website or any of its features, all affiliated websites, including mobile websites and applications, owned and operated by us, and products and services that are accessible/availed through them.

Please also carefully read and fully understand our Privacy Policy available at the link www.faroce.com (*hereinafter referred to as the “Privacy Policy”*) which is incorporated in this Agreement by reference. If, for any reasons, you do not agree to any of the terms of this Agreement, Privacy Policy and/or other guidelines and policies (*guidelines and policies hereinafter collectively referred to as “Other Policies”*) as communicated to you when you use the Website or do not wish to be bound by them, please do not use the Website in any way whatsoever. By using the Website, you have indicated to us that you have read, acknowledged and understood as well as fully agreed, to be bound by this Agreement, Privacy Policy and all Other Policies.

Subject to the conditions set forth herein, we may, in our sole discretion, amend this Agreement, Privacy Policy and Other Policies at any time by posting a revised version on the Website and may provide advance notice of any amendment thereto. Any and all such revisions will take effect when posted by us on the Website.

Your continued use of the Website, or availing of any products or services offered therefrom after such revisions are posted, shall constitute your express acceptance of and agreement to be bound by the same as revised.

If you are going to use the Website or avail any products or services offered therefrom on behalf of any entity, you represent and warrant that you have the authority to bind such entity to the terms of this Agreement, Privacy Policy and Other Policies. In such an event, “you” and “your” will refer and apply to such entity as well.

1. ACCEPTANCE OF TERMS, ETC

- (a) This Agreement is in the form of an electronic and legally binding contract that establishes the terms and conditions you have accepted before using the Website or any part thereof. These include our Privacy Policy and Other Policies as mentioned in this Agreement as well as other

specific policies and terms and conditions disclosed to you, in case you avail any subscription or any additional features, products or services we offer on or through the Website. By using the Website, you hereby unconditionally consent and accept to this Agreement, Privacy Policy and Other Policies. To withdraw such consent, you must immediately cease using the Website and terminate your account with us. You are requested to keep a physical copy of this Agreement and all other referred policies herein for your reference and records.

- (b) You consent to have this Agreement and all notices provided to you in electronic form.
- (c) Every time you use the Website, you expressly confirm your agreement with this Agreement, Privacy Policy and Other Policies.

2. ELIGIBILITY

- (a) The minimum age to use the Website is 18 (eighteen) years. By using the Website and in order to be competent to contract under applicable law, you represent and warrant that you are at least 18 (eighteen) years of age or not a minor.
- (b) By using the Website, you hereby represent and warrant to us that you have all right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions thereof.

3. WEBSITE PURPOSE

- (a) The Website acts as an online intermediary and consists of an online directory of consultants, mentors and subjects experts (*hereinafter collectively referred to as the "Consultant/s"*), and is an online aggregator technology platform to assist Website users such as you to make a selection and avail different types of advisory and consultancy services through the Consultant.
- (b) We do not introduce or recommend any subject matter Consultant to you. We are merely providing our Website users with a listing of Consultant from which users such as you can select the Consultant from whom they want to avail the required consultancy services.

4. WEBSITE ACCOUNT

- (a) By registering for the Website account or by clicking to accept this Agreement when prompted on the Website, you (i) are deemed to have executed this Agreement, Privacy Policy and Other Policies electronically, effective on the date you register your said account or click to accept this Agreement pursuant to the Indian Technology Act, 2000 and as may be amended from time to time; (ii) be financially responsible for your use of the Website and the purchase or availing of any products or services therefrom; and (iii) perform your obligations as specified herein. Your Website account registration constitutes an acknowledgement that you are able to as well as agree to electronically receive, download and print this Agreement, Privacy Policy and Other Policies and any amendments thereto. We reserve the right, in our sole discretion, to refuse, suspend, or revoke your access to the Website upon discovery that any information you provided on any form or posted on the Website is not true, accurate or complete, or such information or other conduct otherwise violates this Agreement, or for any other reason or for no reason in our sole discretion.

- (b) When you register for the Website account, you will be asked to choose/create a username and password for the same. You are entirely responsible for safeguarding and maintaining the confidentiality of your Website account. You authorize us to assume that any person using the Website with or under your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to your password. You further agree not to use any username or password of another user of the Website that you are not authorized to use, and not to allow others who are not authorized to do so to use your account at any time. In any case you shall be solely be responsible and liable for any activity under your Website account.
- (c) Further, by registering with the Website, you unconditionally consent to electronically receive and access, via email or the Website, all records, communications, correspondences and notices for the products/services availed by you through the Website. However, we reserve the right, in our sole discretion, to communicate with you via any postal or courier services using the address under which your account is registered. Your consent to receive records, communications, correspondences and notices electronically will remain in effect until you withdraw it. You may withdraw such consent at any time by contacting us at info@faroce.com , If you withdraw your consent, we may revoke your access to the Website, and you will no longer be permitted to use the Website. Any withdrawal of your said consent will be deemed effective only after we have a reasonable period of time to process your withdrawal.
- (d) You agree not to register for more than one Website account without our express written permission.
- (e) When you register for the Website account and from time to time thereafter, your account may be subject to verification. You authorize us, directly or through third parties, to make any inquiries necessary to validate your identity. When requested, you must provide us with accurate information about you and your business.

5. ACKNOWLEDGMENT

- (a) By agreeing to the terms of this Agreement, you grant us your express permission to send electronic communications to you as part of our offering. This includes but is not limited to sending emails, newsletters, notifications and promotional offers from us and our partners. Should you no longer wish to receive such electronic communications, you may write to us at info@faroce.com
- (b) Your account details you provide to us must always be kept private and confidential and should not be disclosed to or permitted to be used by anyone else and you are solely responsible and liable for any and all usage and activity on the Website that takes place under your account.
- (c) Unless permitted or stated otherwise, the Website account you open with us is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other person or entity to access or use your account in any way whatsoever.

- (d) In no event will any products or services availed by you through the Website will be used for resale purposes.
- (e) In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Website account information on the Website or by contacting us at info@faroce.com. You also agree to notify us immediately of any change in your address.
- (f) From time to time, we may modify, add or vary existing features or programs of the service or create, add, test or implement new features or programs on the service in which you may voluntarily choose to participate or may be a part of a test group with special access, in accordance with the additional terms and conditions of such features or programs. By participating in such features or programs, you grant us an unconditional and perpetual right and consent to the terms and conditions (if any) of such features or programs which will be in addition to these terms.

6. PROHIBITED ACTIVITIES

We reserve the right to investigate, suspend and/or terminate, whether temporarily or permanently, your Website account with us if you undertake any of the following acts:

- (a) breach any of the provisions of this Agreement or Other Policies;
- (b) abuse, impersonate or defame us or any Consultant or any Website user;
- (c) use the Website for any commercial use or activity not expressly permitted hereunder;
- (d) “stalk” or otherwise harass any Website user or any Consultant;
- (e) make any statements, whether expressed or implied, and whether privately or publicly, as those endorsed by us without our specific prior written consent;
- (f) use the Website in an illegal manner or commit an illegal act or use the Website not expressly authorized by us;
- (g) undertake, ask, solicit or use Website users to conceal the identity, source, or destination of any illegally gained money, services or products;
- (h) use any robot, spider, tool, site search/retrieval application, or other manual or automatic device or process to retrieve, index, ‘data mine’, or in any way reproduce or circumvent the navigational structure or presentation of the Website;
- (i) collect any personal information, including contact details, of any Website users or Consultants by electronic or any other means and for any purpose, not expressly permitted under this Agreement;
- (j) send any unsolicited email or any other communication in any way whatsoever not expressly permitted under these Terms;
- (k) undertake any unauthorized framing of or linking to the Website or “frame” or “mirror” any part of the Website, without our prior written authorization;
- (l) interfere with, obstruct, destroy or disrupt the Website or the servers or networks connected to the Website, whether partly or fully and whether permanently or temporarily;
- (m) email or otherwise transmit any content or material that contains software viruses, malware, spyware or any other computer code, files or programs designed to interrupt, destroy, disrupt or limit the functionality of the Website or of any computer software or hardware or telecommunications equipment connected with the Website;

- (n) use meta tags, code, programs or other devices, tools or technology containing any reference to us or the Website (or any trademark, trade name, service mark, logo or slogan of ours) to direct any person to any other website or application for any purpose;
- (o) directly or indirectly modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website; or
- (p) post, use, transmit or distribute, directly or indirectly, in any manner or media any content (whether textual, graphical, images, audio, video, audio-video or any combination thereof) or information obtained from the Website other than solely in connection with your use of the Website in accordance with these terms.

7. FEEDBACK

We may from time to time request feedback, comments, ratings, indicators for user satisfaction, and the like (*hereinafter collectively referred to as “Feedback”*) from our Website users for improving the Website, its features as well as for overall Website user experience. You acknowledge and agree that we may post individual, composite or compiled Feedback about the Website users, including yourself, on the Website. We do not investigate or verify any Feedback posted by the Website users for its accuracy or reliability. You may be held legally responsible for damages suffered by other users or third parties as a result of your Feedback if the same is legally actionable or defamatory. We are not legally responsible for any Feedback posted or made available on the Website by any users or third parties, even if that information is defamatory or otherwise legally actionable. However, we shall have the right in our sole discretion but not the obligation to make any effort to monitor or censor any user Feedback or to remove it from the Website that, in our sole judgment, violates this Agreement, Privacy Policy or other Policies or negatively affects the Website as well as to protect the integrity of the Website. You acknowledge and agree that you will notify us of any error or inaccurate statement in your Feedback, and that if you do not do so, we may rely on the accuracy of such information.

8. PAYMENT

- (a) Some features of the Website can be accessed free to cost while to access some features you will be required to make a payment by way of an ongoing subscription or one-time payment depending on the Website service feature you want to avail.
- (b) All payments to be made to us under this Agreement shall be inclusive of applicable GST (Goods & Services Tax and as may be amended from time to time) and paid in advance to us. Our payment details will be provided to you when you avail any payment feature on the Website. We reserve our right and discretion to revise our fees from time to time as we deem appropriate.
- (c) You hereby authorize us and/or our partners to run payment card authorizations on all online card payments provided by you, to store card and banking or other financial details as your method of payment and to charge your card (or any other payment method) as selected by you from the payment options available on the Website.
- (d) By providing payment method information through the Website, you hereby represent, warrant and covenant that: (a) you are legally authorized to provide such information; (b) you are legally authorized to perform payments using the available payment methods; (c) such action does not

violate the terms and conditions applicable to your use of such payment methods or applicable law; and (d) there are sufficient funds or credit available to complete the payment using the designated payment method.

- (e) Upon receipt and confirmation of your order for any services, we will generate and provide you with an electronic invoice. Any and all payment for availing the Website services shall be paid to us only and you shall not under any circumstances pay any amount or fee to any of the Consultant.
- (f) Unless specified or agreed by us otherwise, all payments to be made by you shall be paid upfront and shall be non-refundable.
- (g) In cases of fraud, abuse, or violation of the terms of this Agreement, we reserve the right to revoke any payments made by you as well as revoke your access to the Website. In addition, we reserve the right to avail other remedies that may be available to us under applicable laws

9. INTELLECTUAL PROPERTY RIGHTS

- (a) The Website and all its features is our proprietary intellectual property. You confirm and agree that we are the owner of the proprietary information made available to you through the Website and hereby retain all proprietary and intellectual property rights in the same, including but not limited to all confidential information.
- (b) You must not attempt to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, attempt to interfere with the operation of, or otherwise attempt to derive the source code from any part of the Website. You will not access the Website in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Website services. We and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Website and services offered therefrom.
- (c) The 'Ndnya' and 'Faroce' logos and names are our trademarks. All other product names, company names, marks, logos, and symbols on the Website may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of ours or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.
- (d) You undertake not to post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way, and whether partly or fully, any (i) confidential or proprietary information, or (ii) copyrighted or copyrightable material, trademarks, service marks or other proprietary information accessible via the service without first obtaining our prior written consent.
- (e) Other service users may upload/publish/post any copyrighted information, which may have copyright protection or not or which may be identified as copyright. You undertake not to copy, modify, publish, transmit, distribute, perform, display, commercially use/exploit, sell or use such information in any way and for any purpose whatsoever.

10. RELATIONSHIP

- (a) We are not a party to the dealings between you and the Consultant from whom you avail or wish to avail the consultancy services, including any Consultant's posts, screening, selection, contracting, and performance by such Consultant. We do not introduce any of the Consultant to our Website users or help the Consultant find engagements from our Website users. We merely provide the Website to enable such users to view and select and determine the suitability of the Consultant for themselves. We do not in any way supervise, direct, or control any services rendered by the Consultants. We make no representations about, and do not guarantee the quality, safety or legality of the services offered by such Consultant; the truth or accuracy of their listings on the Website; their qualifications and background; their ability to deliver the services required by you; or that the Consultant will actually complete the services to be rendered to you.
- (b) You hereby acknowledge and agree that we may provide information on the Website about any Consultant, including feedbacks, their strength or risk score, geographical location, or verification of identity or credentials. However, such information shall not constitute and be construed as an introduction, endorsement or recommendation by us. We provide such information solely for the convenience of our Website users.

11. DISCLAIMER

You expressly acknowledge, agree, and understand that:

- (a) The Website is merely an online technology platform where its users can seek consultancy services from Consultant listed on the Website;
- (b) we are not a party to any dealings between the Website users and consultants/experts;
- (c) Consultants are not our employee, and we do not, in any way, supervise, direct, or control their services;
- (d) we will not have any liability or obligations to you for any acts or omissions by the Consultants or other users; and
- (e) we make no representations as to the reliability, capability, or qualifications of any of the Consultants or the quality, security or legality of any services offered or rendered by them, and we hereby disclaim any and all liability relating thereto or arising therefrom.

12. WEBSITE LICENSE

Subject to compliance with the terms hereof, we hereby grant you a limited, non-exclusive, revocable license to access and use the Website for the purpose of using the services as contemplated hereunder. You shall not access (or attempt to access) the Website by any means other than the interface provided, and you will not use any information from the Website for any purposes other than the purposes for which it was made available. You agree not to use the Website for availing any services other than the consultancy services as permitted by this Agreement. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Website in any way for any public or commercial purpose without our prior express consent.

13. USER CONTENT

- (a) When you post any Feedback on the Website, you represent and warrant that you have the right, power, and authority to post the same and grant the licenses specified below in this Clause 13. You further represent and warrant that by posting or providing such Feedback, you will not violate third party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your Feedback may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such content and that we may exercise the rights to your content granted under this Agreement without any liability or obligation for any payment.
- (b) You retain all ownership rights in the Feedback you post on the Website. By providing any information of Feedback to us via email or by posting the same on the Website, to the extent permitted by applicable law, you grant us unconditionally and in perpetuity, and represent and warrant that you have the right to grant to us, an irrevocable, perpetual, transferable, non-exclusive, fully-paid/royalty-free, worldwide license to use, reproduce, modify, publish, publicly perform, publicly display, distribute and make derivative works of all such information and Feedback, or incorporate into other works, such information and Feedback, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, and to grant and authorize sub-licenses of the foregoing anywhere in the world.
- (c) To the extent permitted by applicable law, the license granted by you in this Agreement shall include the irrevocable and perpetual license to store all your Feedback for archival copies or to use the same internally for research and evaluation purposes.
- (d) By providing us with your Feedback, you agree that: (i) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation, (ii) the same does not contain any confidential or proprietary information of any third party, and (iii) we are free to use the same without any additional compensation to you and to disclose the same on a non-confidential basis or otherwise to anyone.
- (e) You shall not publish, upload, modify, display, publish, transmit, update, share or otherwise make available any content or Feedback that:
 - (i) promotes racism, bigotry, hatred or physical harm or injury of any kind against any religion, group, community or individual, whether affiliated with the Website or not;
 - (ii) advocates harassment or intimidation of another person;
 - (iii) relates to or promotes or encourages money laundering or any other illegal or immoral activity;
 - (iv) requests money from, or is intended to otherwise defraud, Consultant or other Website users;
 - (v) involves the transmission of “junk mail”, “chain letters,” or “spamming” or similar activities;
 - (vi) is offensive, false, misleading, untrue, unlawful, illegal, defamatory, harassing, disparaging, obscene, sexually explicit, blasphemous, scandalous, libelous, threatening, abusive, hateful, harmful, bigoted, racially offensive, invasive of privacy right of any person, or otherwise objectionable or inappropriate;

- (vii) belongs to another person and to which you are already aware that the same does not belong to you or that you do not have any right to the same;
- (viii) is an illegal or unauthorized copy of another person's copyrighted work;
- (ix) contains video, audio, photographs or images of a person without his or her permission;
- (x) provides material or any content that depicts people in a sexual, violent, obscene or other illegal manner, or solicits personal information from anyone for any purpose not expressly permitted hereunder;
- (xi) impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- (xii) contains any advertising or commercial messages not expressly permitted under these Terms;
- (xiii) infringes upon or violates any third party's right to privacy, including any intellectual property rights;
- (xiv) hinders the Website functionality in any way; or
- (xv) violates any applicable law for the time being in force.

Whilst we reserve our right to delete or remove such content/ Feedback, we do not guarantee that the same will be removed or deleted. Failure or delay by us to remove or delete the same does not waive our right to remove or delete the same in subsequent or similar cases.

14. LINKS AND APPLICATIONS

The Website may contain links to third party websites. The Website may also contain applications that allow you to access third-party websites via the Website. Such third party websites are owned and operated by third parties and/or their licensors. Your access and use thereof will be governed by the terms and policies of the applicable third party websites. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such third party websites; or (ii) the content, advertising, or products on or available therefrom. You are responsible for deciding if you want to access such third party websites. The inclusion of any link or application on the Website does not imply that we endorse the linked site. Your access of such third party websites shall be solely at your own risk and consequences.

15. WEBSITE UPDATES

We may from time to time in our sole discretion develop and provide Website updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (*collectively, referred to as "Update/s"*). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Website or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with any of the Update. We reserve the right, at any time, to modify, suspend, or discontinue Website or any part or feature thereof without notice. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuance of Website or any part or feature thereof.

16. CONFIDENTIAL INFORMATION

- (a) To the extent any user or consultant/expert provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (i) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; and (ii) limit access to another's Confidential Information to its personnel on a 'need to know' basis.
- (b) The provisions of Clause 16(a) above will not apply to any Confidential Information which the receiving party can prove:
 - (i) was in the public domain at the time of supply;
 - (ii) subsequently came into the public domain, except through breach of receiving party;
 - (iii) is already in the lawful possession of receiving party prior to its supply by the disclosing party;
 - (iv) subsequently comes lawfully into the possession of receiving party from a third party who does not owe the disclosing party an obligation of confidence in relation to it;
 - (v) is independently developed without use of disclosing party's Confidential Information; or
 - (vi) is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as and to the extent reasonably practicable receiving party supplies a copy of the required disclosure to and consults in advance with disclosing party of the relevant Confidential Information on the proposed form, timing, nature and purpose of the disclosure.
- (c) Upon termination of this Agreement, the receiving party shall promptly return to disclosing party any Confidential Information in its possession. Provided however that nothing contained herein shall affect the ability of receiving party to make disclosure to any government authorities or any other person under the provisions of any applicable laws, provided however in all such circumstances, receiving party who is required to disclose such information shall have to give prior notice to disclosing party before making the disclosure, indicating the nature of information that is proposed to be disclosed and give enough time to allow disclosing party to try and secure confidentiality of the disclosure.

17. WARRANTY DISCLAIMER

- (a) To the maximum extent permitted by applicable law, we have provided the Website on an "AS IS" and "AS AVAILABLE" and "BEST EFFORTS" basis and grant no warranties of any kind, whether express, implied, direct, indirect statutory or otherwise with respect to the Website or any part thereof (including all content contained therein), including any implied warranties of correctness, validity, accuracy, completeness, appropriateness, fitness, merchantability, fitness for a particular purpose or outcome or non-infringement.
- (b) We do not warrant that the use of the Website will always be secured, uninterrupted, available, error-free or will meet your requirements or expectations, or that any defects in the Website will be corrected or result in the desired results. We disclaim liability for, and no warranty is made

with respect to, the connectivity and availability of the Website at all times and the results of the use of the Website.

- (c) We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of your use of the Website.

18. LIMITATION OF LIABILITY

- (a) We will not be liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the terms of this Agreement, including, but not limited to:
 - (i) your use of or your inability to use our Website or any of its features;
 - (ii) delays or disruptions in our Website;
 - (iii) viruses or other malicious software obtained by accessing, or linking to, our Website;
 - (iv) glitches, bugs, errors, or inaccuracies of any kind in our Website;
 - (v) damage to your hardware device from the use of the Website;
 - (vi) the content, actions, or inactions of third parties' use of the Website;
 - (vii) a suspension or other action taken with respect to your Website account; and
 - (viii) your reliance on the quality, accuracy, or reliability of any postings, profiles, ratings, recommendations and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Website.
- (b) Additionally, in no event will we, our licensors or our third party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, or loss of data, production, profit, or business opportunities. Our liability to any Website user for any claim arising out of or in connection with this Agreement will not exceed the amount the last amount of fee paid by the user. This limitation will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose.

19. RELEASE

In addition to your acknowledgment that we are not a party to any dealing between you, as the Website user, and the Consultant, you hereby release us and our officers, directors, agents, subsidiaries, joint ventures, and employees from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with any Consultant or with any another Website user, whether it be at law or in equity. This release includes, without limitation, any disputes regarding the performance, functions, and quality of the services provided by the Consultant.

20. INDEMNIFICATION

You will indemnify, defend, and hold us harmless and directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses)

arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other Website user against an Indemnified Party relating to: (i) use of the Website by you or your agents, including any payment obligations incurred through use of the Website; (ii) any dealing or arrangement entered into by you or your agents, with any Consultant; (iii) failure to comply with applicable law by you or your agents; (iv) negligence, willful misconduct, or fraud by you or your agents; and (v) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents.

21. TERM, TERMINATION AND CONSEQUENCES

- (a) The terms of this Agreement will become effective on your first visit to the Website and will remain in effect for the duration of your use of the Website. Unless both you and we expressly agree otherwise in writing, either of us may terminate this Agreement at our sole discretion, at any time, without explanation, upon written notice to the other. In the event you terminate this Agreement, your right to use the Website is automatically revoked and your Website account will be closed; however, (i) if you have any open engagements when you terminate this Agreement, you will continue to be bound by this Agreement, Privacy Policy and the Other Policies until all such engagements have closed on the Website; (ii) we will continue to perform those Website services necessary to complete any open engagement or related transaction between you and the Consultant; and (iii) you will continue to be obligated to pay any amounts accrued but unpaid, if any, as of the date of termination or as of the completion of any open engagements, whichever is later, to us. Without limiting any other provisions hereof, the termination of this Agreement for any reason will not release you from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the terms hereof necessary to implement the foregoing, shall survive the termination of this Agreement for any reason.
- (b) Without limiting our other rights or remedies, we may temporarily suspend or permanently revoke your access to the Website and refuse to provide any or all Website services or features to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any of the Other Policies; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, other Website users, Consultants or us; may be contrary to the interests of the Website or the Website user community at large; or may involve illicit activity. If your Website account is suspended or closed, you may not use the Website under the same Website account or a different account or re-register under a new account without our prior written consent
- (c) If your Website account is closed for any reason, you will no longer have access to data, messages, files, and other materials and content you have posted on the Website. If practicable or required by law, we will retain this information along with all your previous posts and proposals for such period as we may deem fit. However, you understand that any closure of your Website account may involve deletion of any content stored in your account for which we will have no liability whatsoever.
- (d) Termination of this Agreement and/or closing of your Website account will not relieve you of the requirement to pay for services availed by you prior to the effective date of termination.

22. GENERAL

- (a) **Entire Agreement:** This Agreement, together with the Other Policies, sets forth the entire agreement and understanding between you and us relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The clause headings in this Agreement are included for ease of reference only and have no binding effect. Even though we drafted this Agreement, you represent that you had ample time to review and seek legal counsel and decide whether to agree to the terms hereunder.
- (b) **Amendment:** We reserve the right to amend any of the terms of this Agreement from time to time. Any such amendments will be applicable to all Website users viewing/accessing/using the Website once the revisions have been posted onto the same. You should therefore check the Website from time to time to review the current terms of this Agreement as applicable to you.
- (c) **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce the same. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- (d) **No Waiver:** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.
- (e) **Assignability:** The terms hereof are personal to you. You shall not assign, whether partyl or fully, this Agreement or any of your rights or obligations hereunder, without our prior express consent. We may freely assign this Agreement without your consent. Any attempted assignment or transfer in violation of this Clause 22(e) will be null and void.
- (f) **Survival:** Termination of this Agreement or suspension or termination of your Website account shall not affect those provisions hereof that by their nature are intended to survive such termination or suspension.
- (g) **Severability:** If any provisions of this Agreement are held invalid or unenforceable under applicable law, such provision will be inapplicable, but the remainder will continue in full force and effect.
- (h) **Force Majeure:** The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for

performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days or more, either party may give to the other a 30 day notice of termination. If, at the end of such 30 day period, the effect of the Force Majeure continues, the Agreement and the Other Policies will terminate.

23. GRIEVANCE OFFICER

In accordance with Information Technology Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer are provided below:

- Name: Nilesh Daivadnya
- Email: info@faroce.com

24. CONTACT US

Please contact us by email on info@faroce.com for any questions or comments regarding this Agreement or pertaining to the products/service offered through the Website.