

# TERMS AND CONDITIONS

## General

1. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.meatly.co.in](http://www.meatly.co.in) and Mobile Application MEATLY.
3. The domain name [.meatly.co.in](http://www.meatly.co.in) and Mobile Application MEATLY is owned and operated by Nuway Enterprises a Partnership Firm registered a under the provisions of the Indian Partnership Act, 1932 and having its registered office at Flat no 404, Shivaganga Apartments, Stree no 23, Gautamnagar, Malkajgiri, Hyderabad, Telangana, India-500047 under the provisions of the Companies Act, 2013, and having its registered office at Flat no 404, Shiaganga Apartments, Street No 24, Gautamnagar, Malkajgiri, Hyderabad, Telangana 500047, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.
4. For the purpose of these Terms of Use (Terms), wherever the context so requires:
  1. The term **You & User** shall mean any legal person or entity accessing or using the services provided on this Website/Application, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872.
  2. The terms **We, Us, Our & Meatly** shall mean the Website/Application and/or the Company, as the context so requires .
  3. The term Order shall mean any Order placed by the User for Chicken, Mutton and Fish through the Mobile Application.
  4. The term "Meat" shall mean uncooked Chicken, Mutton or Fish that people order from us and cook at their residence or place of business, which is processed at our warehouse.
  5. The terms **Party & Parties** shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
5. 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.
6. The use of the Website/Application by the User is solely governed by these Terms as well as the Privacy Policy ('Policy', available at the Website/Application) and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. Visiting the home page of the Website/Application and/or using any of the services provided on the Website/Application shall be deemed to signify the User's unequivocal acceptance of these Terms and the aforementioned Policy, and the User expressly agrees to be bound by the same. The User expressly agrees and acknowledges that the Terms and Policy are co-terminus, and that expiry/termination of either one will lead to the termination of the other, save as provided in Section 4 hereunder.
7. 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 Website/Application, 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 the any part of the Website/Application constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.

8. 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 Website/Application 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, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Website/Application.

## Online Platform

MEATLY is a mobile-front store where people can download the app from the Google Play store, order fresh uncooked Chicken, Mutton and Fish sourced from our various established VENDORS, select the desired weight and specifications related to each of our items which include skinless/without skin for chicken, boneless/with bone for mutton and chicken, cut-type for Fish. Our delivery team picks up the order from VENDORS and delivers it to the customer at the requested location.

## Eligibility

The User represents and warrants that he/she is competent and eligible to enter into legally binding agreements and that he/she has the requisite authority to bind himself/herself to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use this Website/Application if he/she is not competent to contract under the Indian Contract Act, 1872, or is disqualified from doing so by any other applicable law, rule or regulation currently in force.

## Term

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:

1. The User continues to access and use the Website/Application; or
2. The Transaction between the Parties, if any, concludes to the satisfaction of both Parties;

Whichever is longer. The Parties agree that certain portions of these Terms (' **Sections**'), such as **Sections 15, 16, 17, 19 , & 20** shall continue to remain in full force and effect indefinitely, even after the expiry or termination of these Terms as contemplated herein.

## Termination

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the services offered on the Website/Application, or any portion thereof, at any time, without notice or cause. 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, as described in Clause 4 hereinabove.

## Communication

By using this Website/Application, and providing his/her contact information to the Company through the Website/Application, the User hereby agrees and consents to receiving calls, autodialed and/or pre-recorded message calls, e-mails and SMSs from the Company and/or any of its affiliates or partners at any time, subject to the Policy. In the event that the User wishes to stop receiving any such marketing or promotional calls/email messages/text messages, the User may send an e-mail to the effect to [info@meatly.co.in](mailto:info@meatly.co.in) with the subject [Unsubscribe]. The User agrees and acknowledges that it may take up to seven (7) business days for the Company to give effect to such a request by the User.

The User expressly agrees that notwithstanding anything contained hereinabove, he/she may be contacted by the Company or any of its affiliates/partners relating to any service availed of by the User on the Website/Application or anything pursuant thereto. It is expressly agreed to by the Parties that any information shared by the User with the Company shall be governed by the Policy.

## Placing an order

1. When ordering from this mobile App you may be required to provide a phone number, e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
2. The User will also have to provide his address to which he/she would want the Order to be delivered. The User shall also provide his/her Mobile Phone Number through which the conformation of the Order can be done and for the ease of delivery.
3. Any Order that You place with Us is subject to availability, delivery capacity and acceptance by us and the closest vendor. When You place Your Order online, We will send You an notification on mobile app or SMS or Email to confirm that We have received it.
4. The Company/Website/Application will not be liable to the user for any errors. For example, user should check carefully that user correctly identify each Item. If user thinks that he/she may have made a mistake, then Company/Website/Application should be contacted. The Company/Website/Application will confirm any changes to user Order by email or SMS.
5. The Company/Website/Application will assign an Order number to each Order and inform user of it when Company/Website/Application accepts the Order. Please quote the Order number in all subsequent contact with Company/Website/Application.
6. After the Confirmation of the Order is done, the delivery team of MEATLY shall deliver the Order to the requested address.
7. In case delivery of the Order is not possible for whatsoever reason, MEATLY will let you know by text message (SMS) or phone call.

## Cancellations & Refund Policy

1. User may make cancellations/changes to an Order up to one (1) hour before the requested delivery time frame by calling our help desk number. No changes to the Order allowed after that.
2. MEATLY will not be able to refund the money already paid for any cancelled Order, for which Order has been already dispatched.
3. MEATLY may cancel an Order if the Meat is not available for any reason. MEATLY will notify you if this is the case and return any payment that you have made.
4. With the User's consent and at Company/Website/Application discretion, Company/Website/Application may make a change to User's Order as an alternative to cancel it.
5. Where changes are made to an Order under either of the preceding sub-paragraphs Company/Website/Application will re-issue the Order confirmation to user via email.
6. For orders paid through an online payment gateway, refund for cancellation of a partial order will be processed immediately and the same amount will either be returned to the customer in person or will be added to their Outstanding balance.

7. For orders paid through an online payment gateway, refund for cancellation of the complete order will be processed immediately and the amount will be refunded to the customer's bank account/credit card/wallet used at the time of payment in 2 to 3 business days or as per the SLA provided by the payment gateway.

## Food Quality/Service Standards

1. The Company/Website/Application is committed to provide the Services with utmost care and skill in accordance with good industry standards.
2. Our VENDORS are verified by Food Safety professionals on a timely basis.
3. Training is provided to our staff on matters including freshness, hygiene, cleanliness, packaging and quality of Meat.
4. Kindly check the items delivered to you at the time of delivery, and if you are not satisfied, we will replace the item within 1 hr after the delivery has been completed, provided the ordered item is still available in our inventory. If it is not available, we will refund for the same after the previously delivered items are picked up by our delivery team.
5. If you want the items to be returned due to bad quality and your payment refunded, kindly call our customer care number within 1 hr after the delivery has been completed and we can have our delivery team pick up the item and arrange for the refund.
6. The Company/Website/Application will not be liable for any delay or non-performance of its Services where user has failed to provide accurate information in user Order, for example if an address is incomplete or inaccurate, or if user fail to accept delivery of Items in accordance with an Order and at Company/Website's discretion and with user consent may agree to provide the Services at user risk in respect of those Items.

## Charges

The use of this Website/Application by the User is free of cost. The User is only required to pay for the Meat Ordered by him/her on the Website/Application. The total price for Order and the Delivery including all other charges, taxes, costs, if any, will be displayed on the Website/Application when you place your Order. The Company/Website reserves the right to alter the price and selection of Meat available for sale on the App and to delete and remove from listing, if any. Payment must be made either at the time of Ordering from us or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your Order.

In such an event, the User will be intimated of the same when he/she attempts to access the Website/Application, and the User shall have the option of declining to avail of the services offered on the Website/Application. Any such change, if made, shall come into effect immediately upon such change being notified to the User, unless specified otherwise.

## Mode of Payment

The total price for Meat and Meat Delivery including all other charges, taxes, costs, if any, will be displayed on the MEATLY App and/or the Website when you place your Order. Full payment must be made for all the particulars mentioned in the Order. If you choose online payment, you must pay for your Order before it is delivered.

The following payment options are available on the Application:

1. Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;
2. Visa & Master Card Debit cards;
3. Net-banking/Direct Debit payments from select banks in India. A list of available options will be made available at the time of "checkout";

4. UPI and Payment wallets
5. Cash on Deliver (CoD);

To process such financial transactions, we use third-party electronic payment processors or service providers (ESPs). As required, you permanently authorize us to instruct such ESPs to handle Account deposits and withdrawals from your account. You also permanently agree that in accordance with your requests as submitted, we may give such instructions on your behalf. You agree to be certain by the terms and conditions of use of each appropriate ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, these Agreements shall prevail.

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa/Master Card/Amex, the User will required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card witggh VBV (Verified by Visa) or MSC (MasterCard Secure Code) in Order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favor of Nuway Enterprises. To place a valid Order on the Application, the User is required to complete the transaction, including making payment for the services opted for. This may or may not be assisted with a phone call from a customer service representative. By placing an Order on the site or over the phone, the User expressly agrees to the terms and conditions and payment policy published in the appropriate section of the Website/Application, or affiliated websites where reference to such affiliated websites has been specifically made.

## Security

Transactions on the Website/Application are secure and protected. Any information entered by the User when transacting on the Application is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company/Website/Application in any manner. The User directly to the relevant payment gateway, which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with supplies this information.

## User Obligations

The User agrees and acknowledges that he/she is a restricted user of this Website/Application, and that he/she:

1. Has to take reasonable care when providing MEATLY with Your details and warrant that these details are accurate and complete at the time of Ordering Meat.
2. Understands that some type of Meat may be suitable for Users within certain age ranges only. It is Your sole responsibility to check whether the Meat You are Ordering is suitable for the intended recipient.
3. Understands and acknowledges that in unforeseeable events or Force Majeure events, MEATLY may not be able to reach and/or communicate with You about the non-delivery.
4. Understands and accepts that it might not be possible for MEATLY to deliver to some locations. In such cases, MEATLY will inform you accordingly and arrange for cancellation of the Order or delivery to any alternative delivery address.
5. Authorizes MEATLY to use, store or otherwise process Your personal information in Order to provide the Meat Delivery to You and for marketing and credit control purposes (the "Purpose").
6. Understands and agrees that, to the fullest extent permissible by law, the MEATLY service, MEATLY 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 MEATLY service or from this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.

7. Is 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 Website/Application. Any such use/limited use of the Website/Application will only be allowed with the prior express written permission of the Company. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information contained on the Website/Application is expressly prohibited.
8. Agrees not to access (or attempt to access) the Website/Application and/or the materials or services by any means other than through the interface provided by the Website/Application. 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 Website/Application or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website/Application, 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 Website/Application will lead to suspension or termination of the User's access to the Website/Application, as detailed in Section 11 herein below. The User acknowledges and agrees that by accessing or using the Website/Application or any of the services provided therein, he/she may be exposed to content that he/she may consider offensive, indecent or otherwise objectionable. The Company/Website disclaims any and all liabilities arising in relation to such offensive content on the Website/Application. The User expressly agrees and acknowledges that the services displayed on the Website/Application may not be owned by the Company/Website/Application, and that the same may be the exclusive property of certain third parties who have chosen to market their services through the Company's Website/Application, and that the Company/Website/Application is in no way responsible for the content of the same. The User may however report any such offensive or objectionable content, which the Company may then remove from the Website/Application, at its sole discretion.
9. In places where Website/Application permits the User to post or upload data/information, the User undertakes to ensure that such material is not offensive or objectionable, and is in accordance with applicable laws. The User expressly agrees that any such material that is deemed to be objectionable/offensive may be removed from the Website/Application immediately and without notice, and further that the User's access to the Website/Application may also be permanently revoked, at the sole discretion of the Company.
10. Further undertakes not to:
  1. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
  2. Engage in any activity that interferes with or disrupts access to the Website/Application or the services provided therein (or the servers and networks which are connected to the Website/Application);
  3. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
  4. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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 under any law, rule or regulation currently in force; 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;
  5. Post any image/file/data that infringes the copyright, patent or trademark of another person or legal entity;

6. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website/Application;
7. Download any file posted/uploaded by another user of the Website/Application that the User is aware, or should reasonably be aware, cannot be legally distributed in such a manner;
8. Probe, scan or test the vulnerability of the Website/Application or any network connected to the Website/Application, nor breach the security or authentication measures on the Website/Application or any network connected to the Website/Application. The User may not reverse look-up, trace or seek to trace any information relating to any other user of, or visitor to, the Website/Application, or any other customer of the Website/Application, including any user account maintained on the Website/Application not operated/managed by the User, or exploit the Website/Application or information made available or offered by or through the Website/Application, in any manner;
9. Disrupt or interfere with the security of, or otherwise cause harm to, the Website/Application, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website/Applications or any affiliated or linked Website/Applications;
10. Collect or store data about other users of the Website/Application.
11. Use the Website/Application 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 Website/Application or any other third party(ies);
12. Violate any code of conduct or guideline which may be applicable for or to any particular service offered on the Website/Application;
13. Violate any applicable laws, rules or regulations currently in force within or outside India;
14. Violate any portion of these Terms or the Policy, including but not limited to any applicable additional terms of the Website/Application contained herein or elsewhere, whether made by amendment, modification, or otherwise;
15. Threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public Order, or cause incitement to the commission of any cognizable offence, or prevent the investigation of any offence, or insult any other nation.
16. Publish, post, or disseminate information that is false, inaccurate or misleading;
17. Directly or indirectly offer, attempt to offer, trade, or attempt to trade, any item the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
18. Commit any act that causes the Company to lose (in whole or in part) the services of its Internet Service Provider ("ISP") or in any manner disrupts the services of any other supplier/service provider of the Company/Website/Application;
19. Engage in advertising to, or solicitation of, other users of the Website/Application to buy or sell any products or services not currently displayed on the Website/Application. The User may not transmit any chain letters or unsolicited commercial or junk email/messages to other users via the Website/Application. It shall be a violation of these Terms to use any information obtained from the Website/ Application in Order to harass, abuse, or harm another person, or in Order to contact, advertise to, solicit, or sell to another user of the Website/Application without the express prior written consent of the Company.

The User hereby expressly authorizes the Company/Website/Application to disclose any and all information relating to the User in the possession of the Company/Website/Application 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/Website/Application might be directed to disclose any information (including the identity of persons providing information or materials on the

Website/Application) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

## Suspension of User Access and activity

Notwithstanding other legal remedies that may be available to it, 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 membership, and/or refuse to provide User with access to the Website/Application, without being required to provide the User with notice or cause:

1. If the User is in breach any of these Terms or the Policy;
2. If the User has provided wrong, inaccurate, incomplete or incorrect information;
3. If the User's actions may cause any harm, damage or loss to the other users or to the Website/Application/Company, at the sole discretion of the Company.

## Indemnity and Limitations

The User hereby expressly agrees to defend, indemnify and hold harmless the Website/Application and the Company, its employees, directors, officers, agents and their successors and assigns and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the User's actions or inactions, including but not limited to any warranties, representations or undertakings, or in relation to the non-fulfillment of any of the User's obligations under this Agreement, or arising out of the User's infringement of any applicable laws, rules and regulations, including but not limited to infringement of intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers, or the infringement of any other rights of a third party.

In no event shall the Company/Website/Application 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/Website/Application 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 Website/Application and/or the services or materials contained therein.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law, and the Parties expressly agree that in the event of any statute, rule, regulation or amendment coming into force that would result in the Company/Website/Application incurring any form of liability whatsoever, these Terms and the Policy will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment. 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.

## Intellectual Property Rights

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Website/Application'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



Website/Application and other distinctive brand features of the Website/Application are the property of the Company. Furthermore, with respect to the Website/Application created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website/Application.

The User may not use any of the intellectual property displayed on the Website/Application in any manner that is likely to cause confusion among existing or prospective users of the Website/Application, or that in any manner disparages or discredits the Company/Website/Application, 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 said owners, and that at no point does any such intellectual property stand transferred from the aforementioned creators to the Company, or to the User. The User is aware that the Company merely provides a platform through which the aforementioned services are listed for sale to the users of the Website/Application, and the neither the Company nor the Website/Application owns any of the intellectual property relating to the services displayed on the Website.

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.

## Disclaimer of Warranties and Liabilities

1. Except as otherwise expressly stated on the Website/Application, all services offered on the Website/Application are offered on an "as is" basis without any warranty whatsoever, either express or implied.
2. The User agrees and undertakes that he/she is accessing the Website/Application and transacting at his/her sole risk and are that he/she is using his/her best and prudent judgment before availing any service listed on the Website/Application, or accessing/using any information displayed thereon.
3. The Company/Website/Application does not guarantee that the functions and services contained in the Website/Application will be uninterrupted or error-free, or that the Website/Application 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 Website/Application.
4. 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.

## Submissions

Any comments, ideas, suggestions, initiation, or any other content contributed by the User to the Company or this Website/Application will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for the Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display worldwide, or act on such content, without additional approval or consideration, in any media, or technology now known or later developed, for the full term of any rights that may exist in such content, and the User hereby waives any claim to the contrary. The User hereby represents and warrants that he/she owns or otherwise controls all of the rights to the content contributed to the Website/Application, and that use of such content by the Company/Website/Application does not infringe upon or violate the rights of any third party. In the event of any action initiated against the Company/Website/Application by any such affected third party, the User hereby expressly agrees to indemnify and hold harmless the Company/Website/Application, for its use of any such

information provided to it by the User. The Company reserves its right to defend itself in any such legal disputes that may arise, and recover the costs incurred in such proceedings from the User.

## 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.

1. **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 both 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 the other Party, the dispute will be resolved by arbitration, as detailed herein below;
2. **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 both 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 Hyderabad in the state of Telangana, India;

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, and that the Courts at Hyderabad shall have exclusive jurisdiction over any disputes arising between the Parties.

## Notices

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User reducing the same to writing, and sending the same to the registered office of the Company by Registered Post Acknowledgement Due/Speed Post Acknowledgement Due ( **RPAD/SPAD**).

## Miscellaneous Provisions

1. **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.
2. **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.
3. **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.

