

**IMPORTANT: This user Agreement IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND FINGOOLE TECHNOLOGIES PRIVATE LIMITED (Hereinafter referred to as "MERA ADHIKAR" or "COMPANY").**

**READ IT CAREFULLY BEFORE COMPLETING THE LOGIN PROCESS AND USING THE WEBSITE AND/OR APPLICATIONS. THE USE OF THIS WEBSITE AND/OR APPLICATION AND THE CONTENT CONTAINED THEREIN IS GOVERNED BY THE FOLLOWING TERMS OF USE. WHEN YOU USE THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND THAT YOU ACCEPT AND WILL BE BOUND BY THE TERMS AND CONDITIONS HEREOF. IF YOU DO NOT AGREE TO OR WISH TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR OTHERWISE USE THE WEB SITE. THESE TERMS MAY BE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO YOU BY POSTING REVISED TERMS ON OUR SITES. IN ORDER TO USE THIS WEBSITE AND/OR APPLICATION, YOU MUST FIRST READ AND ACCEPT THE TERMS OF USE.**

In order to use Website and/or applications, you must first read and accept the terms of this license.

**WHEREAS:**

- The Company is in the electronic transaction processing business and inter-alia, engaged in the business of online transactions of various Govt Welfare Scheme eligibility check and other govt documents services and other related business on real time basis through its network under B2B Model across the Country and owns a software which is a flexible and secure solution.
- The USER is desired to offer the above-mentioned services to the Customer from its locations and desired to uses the Mera Adhikar application which runs on Desktops, Laptops and Windows, under this platform.
- The Company has developed its official website and/or application namely meraadhikar.in and its subsites which has the features or offers to operate the business of Mera Adhikar and also developed applications which can be run on mobiles or on desktop.
- The USER has approached the Company and requested the Company to provide service to the USER intending to purchase or inquiring for any products and/ or services of the Company by using Company's website and/or applications or using any other customer interface channels of Company which includes its advertisements, information campaigns etc. to permit them to use of the website and/or application.
- The Company accepted the offer of User and wishes to have a business relationship as subject to the following terms and conditions.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISE AND THE MUTUAL RIGHTS AND OBLIGATIONS HEREIN SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. DEFINITIONS:**

---

Unless the contrary intention appears:

- i. **"authorization"** includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- ii. **"Encumbrance"** includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien or any right of any description whatsoever;

- iii. **"person"** includes an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organization, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- iv. The words **"include"** or **"including"** shall be construed without limitation;
- v. a **gender** shall include references to the female, male and neuter genders;
- vi. a **"month"** is a reference to a period starting on one day in a calendar month and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month;
- vii. The **singular** includes the plural (and vice versa);
- viii. **"Content"** means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site.
- ix. **"Content"** also includes Marks and Products and Services.
- x. **"Mark"** means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.
- xi. **"Member"** means an individual who has registered with the Site. Members choose a Member ID and a password.
- xii. **"Member ID"** means the Unique ID you use (with your password) to login to the Site.
- xiii. **"Products and Services"** means the services and products offered by the Mera Adhikar under B2B model through the Site.
- xiv. **"Provider"** means the ultimate suppliers, information providers, and other service providers whose product/services are being offered by the Mera Adhikar.
- xv. **"Purchase"** means to book, reserve, or purchase. The terms "Site", "Marks", "Content" and "Products and Services" do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from the Site. Their use is subject to the terms set forth by their respective owners or operations, on the third party's website and/or application.
- xvi. **"website and/or application"** the meraadhikar.in website and/or applications, and their respective subsites, computer or Mobile running applications together with the respective Content, Marks, Products and Services available from these sites/ subsites or applications.
- xvii. **"Confidential Information"** means any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the form, materials and design of any relevant equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, strategies, data, know how, designs, photographs, drawings, specifications, technical literature and any other material made available by one Party to the other Party or gained by the visit by one Party to any establishment of the other Party whether before or after this Agreement is

entered into, for the purpose of considering, advising in relation to or furthering the negotiations (and any information derived from such information).

## 2. SCOPE OF THE AGREEMENT:

---

- i. The Company agrees to permit the User to register its details in the Company's website and/or application. The user shall choose a password and shall maintain the confidentiality of the password and account. The user is fully responsible for all activities that occur while using their password or account. It is the duty of the user to notify the Company immediately of any unauthorized use of their password or account or any other breach of security. The Company will not be liable for any loss that may be incurred by the user as a result of unauthorized use of their password or account, either with or without their knowledge.
- ii. Additionally, the Company itself may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service or product of the Company. The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the User elects to deal, including terms and conditions set forth in a Service Providers' fare rules, contract of carriage or other rules.
- iii. The USER agrees that they shall not distribute exchange, modify, sell or transmit anything from the Company's website and/or application, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.
- iv. The Company reserves the right, in its sole discretion, to terminate the access to any or all Company's website and/or applications or its other sales channels and the related services or any portion thereof at any time, without notice, for general maintenance or any reason what so ever.
- v. It is agreed between the parties that, as long as the USER comply with the terms of Use, the Company agrees provide a non-exclusive, non-transferable, limited right to enter, view and use its website and/or application to the USER. The USER agrees not to interrupt or attempt to interrupt the operation of this website and/or application in any manner.
- vi. Access to certain areas of the Company's website and/or application may only be available to registered members. To become a registered member, the USER shall answer certain questions. Answers to such questions may be mandatory and/or optional. The USER represents and warrants that all information's are true and accurate.
- vii. The products and services displayed on the website and/or application may not be available for purchase in particular country or locality of the USER. The reference to such products and services on the website and/or application does not imply or warrant that these products or services shall be available at any time in particular geographical location. The User shall check with local Company's authorized representative for the availability of specific products and services in the USER area.
- viii. In addition to this Agreement, there are certain terms of service terms of service specific to the services rendered/ products provided by the Company, such terms of service will be provided/ updated by the Company which shall be deemed to be a part of this Agreement and in the event of a conflict between such terms of service and this Agreement, the terms of this Agreement shall prevail.

- ix. The Company's Services are offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the terms of service, as may be applicable from time to time. For the removal of doubts, it is clarified that availing of the Services by the User constitutes an acknowledgement and acceptance by the User of this Agreement and the terms of service. If the User does not agree with any part of such terms, conditions and notices, the User must not avail the Company's Services.

**3. TERMS OF WEB SITE USER(S) ELIGIBILITY:**

---

User(s) means any person who uses and has the right to use the services provided by Mera Adhikar on this website and/or application.

The services are available to those persons who can form legally binding contracts under the applicable law. Therefore, user(s) should not be a minor or otherwise incompetent as per Indian Law; i.e. user(s) must have completed the age of 18 years of age to be eligible to use company online services.

Company advises its users that while accessing the web site, they must follow/abide by the applicable laws. Mera Adhikar is not responsible for the possible consequences caused by your act/behaviour during the use of this web site and/or application. Mera Adhikar may, in its sole discretion, refuse the service to anyone at any time without assigning any reason.

**4. TERM AND TERMINATION:**

---

- i. This Agreement shall take effect and become binding upon the Parties immediately after the party has signed up on the website and/or application.
- ii. This Agreement may be terminated by company immediately without any reason thereof, if the user misuses the website and/or application/application or does not comply with the terms and conditions of this agreement.
- iii. This agreement may be terminated by User by serving 60 days written notice in advance by his/her registered Mobile Number and/or Email id either to the Company or through Distributor to the Company, if applicable.
- iv. Upon termination of this Agreement for whatever reason, all the rights and obligations of the Parties hereunder shall cease.

**5. USER'S RESPONSIBILITY OF CONGNIZANCE OF THIS AGREEMENT:**

---

- i. if User download any Content from website and/or application, the USER shall not remove any copyright or trademark notices or other notices that go with it.

- ii. The Company agrees to make every effort to ensure that the description and content on each page of the website and/or application is correct, it does not, however, take responsibility for changes that occur due to human, data entry errors or for any loss or damages suffered by any user due to any information contained herein. Also, the Company does not own or operate the services of service provider and cannot therefore control or prevent changes in the published descriptions. The Company reserves the right to make changes therein from time to time.
- iii. The User should get the trading Limit / Wallet Balance through their Distributor and can Transfer the amount directly to Mera Adhikar for the Wallet Balance. Mera Adhikar will have no liability against any loss of the User on account of the Wallet balance transferred to the distributor for the amount directly transferred to payment.
- iv. The USER should not take any action based on information on the website and/or application until received a confirmation of the transaction. If you have not received a confirmation of the purchase via e-mail or SMS, (check in "spam" or "junk" folder to verify that it has not been misdirected), and if still not found, USER shall contact customer service department of the Company.
- v. The Company agrees to take all measures to exclude viruses from the website and/or application, but cannot ensure that the website and/or application will be at all times free from viruses or other destructive software. The USER shall take appropriate safeguards before downloading information from the website and/or application. The Company shall not hold any responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the website and/or application.
- vi. The Company's website and/or applications may contain links to other website and/or applications. The linked sites are not under the control of the Company and hence, the Company is not responsible for the content of any linked site, or any changes and updates to a linked site. The Company is providing these links to the USER only as a convenience, and the inclusion of any link does not entail endorsement by the Company of the site or any association with its operators or owners.
- vii. The Company acts only as a business agent, it accepts no liability whatsoever for any part of the arrangements between the supplier and the customer with regard to the standard of service. In no circumstances the Company shall be liable for the services provided by the supplier/third party.
- viii. If the website and/or application contains bulletin boards, chat rooms, access to mailing lists or other message or communication facilities, the USER agrees to use the same only to send and receive messages and materials that are proper and related thereto. The USER agrees that when using the website and/or application or any facility available there from, shall not do any of the following:
  - 1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - 2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
  - 3. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law

4. Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer.
  5. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
  6. Falsify the origin or source of software or other material contained in a file that is uploaded.
  7. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.
- ix. The USER agrees that, they shall not post or transmit any defamatory, libelous, obscene, pornographic, profane, threatening or unlawful material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. The Company assumes no liability or responsibility arising from the contents of any communications containing any defamatory, erroneous, inaccurate, libelous, obscene or profane material. The Company may change, edit, or remove any user material or conversations that are illegal, indecent, obscene or offensive, or that violates the Company's policies in any manner way.
- x. The Company agrees to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting such materials.
- xi. Any communications or materials send by the USER to the website and/or application by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated by the Company, as non-confidential. The USER hereby gives up any and all claim that any use of such material violates any of rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way the Company uses such material. Further, any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by the Company.

**6. OWNERSHIP:**

- 
- i. It is agreed between the parties that, all materials on website and/or application, including but not limited to audio, images, software, text, icons and such like (the "Content"), are belongs to the Mera Adhikar. The USER shall not use the Content, except as specified therein. The USER agrees to follow all instructions on website and/or application limiting the way USER may use the Content. The website and/or application is the sole and exclusive property of the Company or its licensors. The Company and its licensors retain all right, title and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the website and/or application. Any unauthorized use, reproduction or modification of the website and/or application may violate the applicable laws.
  - ii. There are a number of proprietary logos, service marks and trademarks found on website and/or application whether owned/used by the Company or otherwise. By displaying them on the website and/or application, the Company is not granting the USER any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate the laws of privacy and publicity.

## 7. FEES PAYMENT:

---

- i. The Company reserves the right to transaction fees based on certain completed transactions using the services. The Company further reserves the right to alter any and all type of fees/renewal charges/usage charges etc. from time to time, without notice. The User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the services.
- ii. In the rare possibilities of the transaction not initiated or confirmed. The Company is not under any obligation to make another transaction in lieu of or to compensate/ replace the unconfirmed one. All subsequent further transactions will be treated as new transactions with no reference to the earlier unconfirmed reservation.
- iii. Retailer (Referred as Margdarshak), Distributors (Referred as Margdarshak Pradhan) and (Referred as Margdarshak Pradhan Plus) ID once allotted cannot be cancelled or refunded under any scenario.

## 8. USAGE OF MOBILE NUMBER OF THE USER BY THE COMPANY:

---

The Company agrees to send transaction confirmation & other information to update the USER on the transaction status and any further information via SMS (short messaging service) and/or WhatsApp messages on the mobile number given by the USER at the time of booking. The USER hereby unconditionally consents such intimation via SMS/WhatsApp messages by the Company.

However, if user, do not want to receive mailers, SMS/WhatsApp messages/E-mail, can unsubscribe (opt out), For unsubscribing user can either email us to support@meraadhikar.in, by providing their USER details and other information as requested (for e.g. username, registered email & SMS) or by using such other mode to unsubscribe as communicated by the company to USER from time to time. USER can be rest assured their email id & mobile number will not be shared with third party and will be exclusively kept confidential for internal use.

## 9. CONTESTS AND INTERACTIONS:

---

The website and/or application and/or application shall contain contests which require USER to send in material or information about the USER or offer prizes. Each contest has its own rules, which USER shall read and agree to before participation.

## 10. RIGHT TO CANCELLATION BY THE COMPANY IN CASE OF INVALID INFORMATION FROM THE USER:

---

- i. The USER expressly undertakes to provide to the Company only correct and valid information while requesting for any services under this agreement, and not to make any misrepresentation of facts at all. Any default on part of the User would vitiate this agreement and shall disentitle the User from availing the services from the Company.
- ii. In case if the Company discovers or has reasons to believe at any time during or after receiving a request for services from the USER that the request for services is either unauthorized or the

information provided by the USER or any of them is not correct or that any fact has been misrepresented by them, the Company in its sole discretion shall have the unrestricted right to take any steps against the User(s), including cancellation of the transactions, etc. without any prior intimation to the User. In such an event, the Company shall not be responsible or liable for any loss or damage that may be caused to the USER or any of them as a consequence of such cancellation of transaction or services.

- iii. The User unequivocally indemnifies the Company of any such claim or liability and shall not hold the Company responsible for any loss or damage arising out of measures taken by Company for safeguarding its own interest and that of its genuine customers. This would also include Company denying/cancelling any transaction on account of suspected fraud transactions.

#### **11. PRIVACY AND SECURITY:**

---

The user hereby consents, expresses and agrees that they have read and fully understands the Privacy Policy of the Company contained in the Company website and/or applications and hereby consents that the terms and contents of such Privacy Policy are acceptable to them.

#### **12. DISCLAIMER OF WARRANTY:**

---

- i. The Company and its Providers make no warranty of any kind regarding the website and/or application, Content, Products or Services, all of which are provided on an "as is" basis. The Company and its Providers expressly disclaim any representation or warranty that the website and/or application will be free from errors, viruses or other harmful components, that communications to or from the website and/or application will be secure and not intercepted, that the Services and other capabilities offered from the website and/or application will be uninterrupted, or that its Content will be accurate, complete or timely. The fact that the Company is including or offering any Product or Service on the website and/or application is not an endorsement or a recommendation of the Product or Service.
- ii. Other than those warranties which, under the laws applicable to these terms, are implied by laws, and are incapable of exclusion, restriction or modification, the Company and its providers expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

#### **13. LIMITATION OF LIABILITY:**

---

- i. Subject to applicable law, use of the website and/or application and its Content is at user own risk. Services and Products made available on this Site are subject to conditions imposed by the Providers, including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. Providers who furnish products or services through this Site are independent contractors, and not agents or employees of the Company.
- ii. In no event the Company or its providers be liable to any party for any direct, indirect, special or other consequential damages for any use of this site, any hyper linked web site, the acts or

omissions of providers who furnish products or services through this site, or the products or services offered by providers through this site, including, without limitation, whether based in contract, tort, negligence, strict liability or otherwise, that arises out of or is in any way connected with (i) any use of, browsing or downloading of any part of our site or content, (ii) any failure or delay (including without limitation the use of or inability to use any component of this site for transaction), or (iii) the performance or non-performance by meraadhikar or any provider, or (iv) any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, even if the Company and the provider(s) have been advised of the possibility of damages to such parties or any other party.

- iii. User hereby acknowledge that the Company is not the seller of the products and the services and the Company shall in no manner be deemed to be the seller of the products or services, Hence, if there is any defect/deficiency in the product/services of any nature whatsoever, then the Company may advise the User to contact the respective Provider and if there is any loss, cost, damage and Liability which may incur or arise on the User due to termination of relation/arrangement between the Company and the Service provider on account of any reason whatsoever than the Company shall not be held responsible, in any manner, to refund any Amount in full or in part which has been paid by the User while subscribing to the Service of such service Provider at Companies portal.

#### 14. **CONFIDENTIALITY:**

---

- i. Each of the Parties recognizes, accepts and agrees that all information obtained or disclosed, including but not limited to all data, documents, applications, papers, statements, slips, programs, plans and/or any business/ customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either Party relating to its business, practices and procedures (hereinafter collectively referred to as "Information") which may be provided or communicated by such Party to the other Party in connection with this Agreement and/or in the course of performance under this Agreement, is, shall be and shall remain the sole property of the Party providing such Information and shall be of a strictly private and confidential nature and shall be treated as confidential by the other Party.
- ii. During the term of this Agreement and thereafter, neither Party shall not make use of any such Information for any purpose whatsoever which is not necessary for the discharge of its obligations under this Agreement, or to the disadvantage of the Party providing such Information, nor shall the Party receiving such Information divulge it to anyone other than the Party providing the Information or persons designated by such Party.
- iii. All Information shall be returned forthwith by the Party receiving such Information to the Party providing the Information on the expiry or termination of this Agreement:
- iv. Provided that the Party receiving such Information shall, upon demand by the Party providing it at any time during the term of this Agreement, return to the Party providing it, any and all Information.
- v. The obligations of each of the Parties contained in this clause shall continue for the term of this Agreement and five (5) years after the termination of this Agreement but shall not apply to any Information which: (a) is or hereafter comes into the public domain otherwise than through a breach by any Party of its obligations under this Agreement; (b) is, at the time of disclosure,

already known to the Party receiving the Information as evidenced by such Party's written documentation; (c) is independently developed by employees of the Party receiving the Information who have not had access to or received any such Information under this Agreement; or (d) is required to be disclosed for the purpose of providing Assistance hereunder subject to the other Party's prior consent to the same:

Provided, however, that nothing contained in this clause shall prevent any Party from disclosing such Information to the extent required in or in connection with legal proceedings arising out of this Agreement or any matter relating to or in connection therewith.

- vi. Neither Party shall issue any public statement concerning these arrangements or disclose the contents hereof or matters related thereto to the public or any third party except with the express prior written approval of the other Party or except as required under applicable law.
- vii. The provisions of this clause shall survive the termination or expiry of this Agreement.

#### 15. **RIGHT TO REFUSE:**

---

- i. Without prejudice to the other remedies available to the Company under this agreement, the TERMS OF SERVICE or under applicable law, the Company may limit the user's activity, or end the user's listing, warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the website and/or application if:
  - 1. The user is in breach of this agreement, the TERMS OF SERVICE and/or the documents it incorporates by reference;
  - 2. The Company is unable to verify or authenticate any information provided by the user; or
  - 3. The Company believes that the user's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or application and/or the Company.
- b. The Company may at any time in its sole discretion reinstate suspended users. Once the user has been indefinitely suspended the user shall not register or attempt to register with the Company or use the website and/or application in any manner whatsoever until such time that the user is reinstated by the Company.
- c. Notwithstanding the foregoing, if the USER breaches this agreement, the TERMS OF SERVICE or the documents it incorporates by reference, the Company reserves the right to recover any amounts due and owing by the user to the Company and/or the service provider and to take strict legal action as the Company deems necessary.

#### **FORCE MAJURE:**

---

- . The USER agrees that there can be exceptional circumstances where the service operators may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If the Company is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to its customers or refund the booking amount after reasonable service charges, if supported and

refunded by that respective service operators. The user agrees that the Company being an agent for facilitating the booking services shall not be responsible for any such circumstances and the customers have to contact that service provider directly for any further resolutions and refunds.

- a. The User agrees that in situations due to any technical or other failure In the Company, services committed earlier may not be provided or may involve substantial modification. In such cases, the Company shall refund the entire amount received from the customer for availing such services minus the applicable cancellation, refund or other charges, which shall completely discharge any and all liabilities of the Company against such non-provision of services or deficiencies. Additional liabilities, if any, shall be borne by the User.
- b. The Company shall not be liable for delays or inability in performance or nonperformance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes, problems at airlines, rails, buses, hotels or transporters end. In such event, the user affected will be promptly given notice as the situation permits.
- c. Without prejudice to whatever is stated above, the maximum liability on part of the Company arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any loss, damage or additional expense whatsoever beyond the amount charged by the Company for its services.
- d. In no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Company website and/or application(s) or any other channel . Neither shall Company be responsible for the delay or inability to use the Company website and/or applications or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Company website and/or application(s), or otherwise arising out of the use of the Company website and/or application(s), whether based on contract, tort, negligence, strict liability or otherwise.
- e. The Company is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website and/or application pages.

#### **INDEMNIFICATION:**

---

The USER agrees to indemnify, defend and hold harmless the Company and/or its affiliates, their website and/or applications and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Company and/or its affiliates, partner website and/or applications and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this agreement. The user shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and Company cannot be held responsible for the same.

#### **RELATIONSHIP:**

---

None of the provisions of any agreement, terms and conditions, notices, or the right to use the website and/or application by the User contained herein or any other section or pages of the Company website and/or applications or its partner website and/or applications, shall be deemed to constitute a partnership between the User and the Company and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way

**NOTICE:**

---

All notices required or permitted hereunder shall be in writing and in the English language and shall be sent by internationally recognized courier or by facsimile transmission (with confirming facsimile receipt) addressed to the address of each Party set forth below, or to such other address as such other Party shall have communicated to the other Party in writing. Notice shall be deemed to have been served when received (and in case of a facsimile transmission, provided that a confirming copy is sent to the other Party, in accordance with the non-facsimile notice delivery requirements).

**E-mail:** - support@meraadhikar.in

**SEVERABILITY:**

---

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

**UPDATION OF THE INFORMATION BY THE COMPANY:**

---

The User acknowledges that the Company provides services with reasonable diligence and care. It endeavors its best to ensure that User does not face any inconvenience. However, at some times, the information, software, products, and services included in or available through the Company website and/or applications or other sales channels and ad materials may include inaccuracies or typographical errors which will be immediately corrected as soon as the Company notices them. Changes are/may be periodically made/added to the information provided such. The Company may make improvements and/or changes in the Company website and/or applications at any time without any notice to the User. Any advice received except through an authorized representative of the Company via the Company website and/or applications should not be relied upon for any decisions.

**NO WAIVER:**

---

Save where this Agreement expressly provides, neither Party shall be deemed to have waived any right, power, privilege or remedy under this Agreement unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No failure or delay on the part of either Party in exercising any right, power, privilege or remedy hereunder shall

operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either Party of any right, power, privilege or remedy hereunder operate as a waiver of any other right, power, privilege or remedy, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

#### **AMENDMENTS AND MODIFICATIONS:**

---

The Company reserves the right to change the terms, conditions, and notices under which the Company website and/or applications are offered, including but not limited to the charges. The User is responsible for regularly reviewing these terms and conditions.

#### **GOVERNING LAWS AND ARBITRATION:**

---

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the Parties by mutual negotiations and agreement. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). A sole Arbitrator shall be appointed by the Company. The decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Delhi. The language of the arbitration and the award shall be English. This Agreement shall be construed in accordance with the law of India.

#### **JURISDICTION:**

---

The Company hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices. The Company considers itself and intends to be subject to the jurisdiction only of the courts of Delhi, India.

#### **MISCELLANEOUS:**

- . This Agreement represent the entire Agreement between the Parties as to the subject matter hereof and supersede all prior understandings between the Parties on the subject-matter hereof.
- a. No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by authorized persons of the both Parties.
- b. Termination of this Agreement for any cause whatsoever shall not release a Party from any liability which, at the time of termination, has already accrued to the other Party or which may thereafter accrue in respect of any act or omission prior to such termination.
- c. Article headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of this Agreement or of any clause.
- d. Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in

order to carry out, give effect to and confirm their rights and the intended purpose of this Agreement.

- e. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, or any other remedy given hereunder or now or hereafter existing at law, in equity, by statute, or otherwise, except as stated to the contrary in this Agreement. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such Party of the right to pursue any other available remedy.
- f. The provisions of the following clauses of this Agreement shall survive the termination or expiry hereof: