

## Terms of use

### 1. About our Terms

- 1.1. We are LASTARZI Private Limited ("we", "us", or "our"), a limited company registered in India and our registered address is S. 8/110, A-G, Khajuri, Varanasi, U.P. – 221002. The Corporate Identity Number of the company is U72900UP2021PTC148784, PAN Number is AAECCL6775G, TAN Number is ALDL00869B, and GST Number is 09AAECCL6775G1Z3. If you need any of our other tax ID numbers, please contact Customer Care.
- 1.2. These Terms and Conditions apply whenever you:
  - use LASTARZI.com, LASTARZI.com mobile and online digital apps and services (together "LASTARZI.com") and access the content and services available on them; and
  - purchase higher subscription to LASTARZI.com, on a subscription basis.
- 1.3. You should read these Terms of use carefully before using LASTARZI.com and/or LASTARZI Content or subscribing to the LASTARZI Services. By accessing, using or subscribing to any of the above, you agree to be bound by these Terms and Conditions (as applicable) and the documents referred to in them.
- 1.4. If you access LASTARZI.com under a subscription agreement, then your access is primarily governed by the subscription agreement with us. If you have any questions about the LASTARZI Services or if you have any difficulties using LASTARZI.com, please write to us using Contact us section.

### 2. Your Subscription to the LASTARZI Services

#### Subscribing to the LASTARZI

- 2.1. We offer a range of subscriptions:
  - Basic subscription without any fee;
  - Premium subscription for moderate use; and
  - Elite subscription for extended usage

The above are referred together as "the Subscriptions" and individually as a "Subscription". Please note that separate and/or additional terms and conditions may apply to any Trial Subscriptions that we may offer. Any such additional terms shall be clearly indicated.
- 2.2. You may not take more than one Trial Subscription in any twelve-month period. We may cancel any Trial Subscription that you may have purchased, without refund, if you have had access to any other Trial Subscription in the previous twelve months.
- 2.3. You may purchase a Subscription by submitting an order and providing the sign up details on LASTARZI.com. We will only accept your order when we have successfully verified your email address, processed your payment details and emailed you to confirm this.
- 2.4. We will try to process your Subscription order promptly but cannot guarantee activation by any specified time. We may reject any Subscription order in our discretion. You confirm that your sign up and payment details are complete and accurate, and that you are entitled to purchase a Subscription using those sign up and payment details. It is your responsibility to update and maintain changes to your sign up details in your account. Each Subscription is for a single user only. We may cancel or

suspend your Subscription account if you share your access rights with any third parties, or attempt to allow third parties to avoid our control of access to LASTARZI.com.

## **Fees and Payment**

- 2.5. You agree to pay the Subscription fees at the rates and in the currency displayed during the Subscription process. Prices may vary from time to time and by country, and Subscriptions may be available on a one-off, monthly, annual or other basis. Discount offers are as stated at the time you subscribe and cannot be changed during the term of your subscription. Unless otherwise indicated, prices stated are inclusive of any applicable value added tax (VAT) or other sales taxes. The breakdown of any VAT will be indicated on the relevant invoice.
- 2.6. If we do not receive payment authorisation or any authorisation is subsequently cancelled, we may immediately terminate or suspend your Subscription.
- 2.7. If you take a Trial Subscription, we will inform you of the full Subscription price payable at the start of the trial period. Your Subscription will renew automatically at the end of that trial period at the full Subscription price unless you cancel your Subscription before the end of the trial period. To cancel your Subscription during the trial period please go to your Account and follow the simple cancellation instructions.
- 2.8. We will give you at least 14 days' notice of any increase in the price of your Subscription, which will take effect at your next renewal date.
- 2.9. If we incorrectly state a price online or otherwise, we are not obliged to provide you with a Subscription at that price, even if we have mistakenly accepted your offer to buy a Subscription. If we notify you of a pricing error, you may cancel the Subscription and we will refund you any money paid, or you may pay the correct price. If you do neither, we may cancel your Subscription and refund any money you have paid. We will always act in good faith in determining whether a genuine pricing error has occurred.
- 2.10. If you are entitled to a refund we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you to arrange.
- 2.11. In addition to the Subscription fees you are responsible for paying for any:
- broadband, mobile, data, messaging or other internet connection and telecommunications charges that you may incur by accessing LASTARZI;
  - charges that may be levied by your bank or credit card issuer (for example foreign transaction fees on transactions which take place abroad or in a foreign currency).
- 2.12. We will do all that we reasonably can to ensure that all of the information you give us when paying is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

## **Your Cancellation Rights**

- 2.13. Premium/Elite Subscriptions:

- By placing your order for a Subscription subject to these Terms and Conditions, you agree that we may start your Subscription immediately upon our acceptance of your order and that you waive your statutory right to cancel our contract.
- This means that you lose your right to cancel this contract once we have provided confirmation via email of your Subscription (see section 2.3 above) and that any notice of cancellation that you provide will only take effect at the end of your current subscription period. You will not be entitled to a refund except in the event that there is a fault in our provision of our LAST ARZI Services.

## **Our Cancellation Rights**

2.14. We may suspend or terminate your Subscription if we are prevented from providing services to you by circumstances beyond our control, or if we cease hosting the LAST ARZI Services. If we terminate for any of these reasons, we will provide you with a pro rata refund.

2.15. We may also suspend or terminate your Subscription, without refund, if you breach these Terms and Conditions, or in the event of any verbal or written abuse of any kind (including abusive, offensive or aggressive language) directed towards our Customer Care team, other LAST ARZI personnel, or any member of the public, with or without notice and without further obligation to you.

2.16. If you are not a Subscriber, then we may suspend or terminate your access to the LAST ARZI Content at any time, with or without notice and without further obligation to you.

## **Effects of cancellation**

2.17. If you are entitled to a refund, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel your Subscription.

2.18. We will make the reimbursement using your registered payment details detailed within Manage Your Account. Additional charges may apply if we are required to reimburse to any other credit card or bank.

## **Renewals**

2.19. Unless you notify us before the end of your current subscription period that you wish to cancel, your subscription will continue to renew for further equivalent periods and will be subject to these Terms and Conditions. We will charge the subscription using the same card or other payment method that you previously used. In the case of annual subscriptions, we will send you reminder notices at least 30 days before the renewal date stating the rate that will apply for the renewal period.

## **3. Using LASTARZI.com**

### **Ownership of LASTARZI.com and LAST ARZI Content**

3.1. LASTARZI.com and LAST ARZI Content and all intellectual property rights in each are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms and Conditions. This means, for example, that we remain owners of them and free to use them as we see fit.

- 3.2. Nothing in these Terms and Conditions grants you any legal rights in LASTARZI.com and LAST ARZI Content other than as necessary to enable you to access LASTARZI.com and use the LAST ARZI Services. You agree not to adjust, to try to circumvent or delete any notices contained on LASTARZI.com (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within LASTARZI.com.
- 3.3. "LAST ARZI" is registered trade marks and you may not use them without written permission from LAST ARZI Private Limited. You are permitted to use the LAST ARZI Content only as set out in our Copyright Policy.

### **Accessing and using LAST ARZI Content**

- 3.4. You agree to comply with our Copyright Policy when using LAST ARZI Content. You are responsible for all use of LAST ARZI Content whether accessed without a Subscription as a registered user, under your Subscription, or under your organisation's Subscription.
- 3.5. The amount and types of LAST ARZI Content that you can view depend on what type of subscription you have. If you already have a subscription, details of your access rights can be found at your Account. We may vary or cancel the access rights of non-paying users at any time.
- 3.6. Your access to LAST ARZI Content will vary depending on whether you have a LAST ARZI Basic, Premium, or Elite Subscription.
- 3.7. We reserve the right to amend the scope of your Subscription from time to time. We will give you at least 30 days' notice of any significant reduction in the scope of your Subscription, and these will only take effect from the date of your next payment.
- 3.8. On registration, you will choose a user name and password ("ID"). It is your responsibility to keep your ID confidential. The email address must not correspond to a generic or shared email account, and you must be entitled to use that e-mail address. All information received by us from your use of LAST ARZI Content will be used by LAST ARZI in accordance with our Privacy Policy.
- 3.9. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID or any payment information, you must notify LAST ARZI immediately by e-mailing us at [info@lastarzi.com](mailto:info@lastarzi.com). We recommend that you do not use LASTARZI.com's "Remember me" log in feature on any device that may be used by anyone other than you in order to prevent unauthorised access to LASTARZI.com and your Subscription details.

### **Third party sites and products**

- 3.10. LASTARZI.com may contain hyperlinks or references to third party websites and third party products. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any products, content, material or information contained in them. The display of any hyperlink and reference to any third party website or third party product (including any advert or sponsor) does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.
- 3.11. Any agreements, transactions or other arrangements made between you and any third party named on (or linked to/from) LASTARZI.com are at your own responsibility and entered into at your own risk.

#### **4. Your Privacy and Personal Information**

- 4.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

#### **5. Limitation on our Liability**

- 5.1. LAST ARZI makes no warranty, express or implied, regarding your Subscription, LASTARZI.com, LAST ARZI Content or LAST ARZI Services, which are provided 'as is'. We expressly disclaim all warranties to the extent permitted by law, including but not limited to warranties of fitness for a particular purpose.
- 5.2. Except for any legal responsibility that we cannot limit or exclude in law (such as for death or personal injury), in the event that you suffer any losses arising in connection with your Subscription, or your use of LASTARZI.com, LAST ARZI Content or LAST ARZI Services:
- a) our total liability to you shall not exceed the total sums paid by you for your current Subscription; and
  - b) we shall not be liable or legally responsible in any way (whether in contract, tort (including negligence) or otherwise) for:
    - i. any loss that was not foreseeable to you or the LAST ARZI when the contract was formed;
    - ii. any loss that was not caused by any breach on LAST ARZI's part;
    - iii. any business loss (including business interruption, or loss of revenues, sales or business opportunity);
    - iv. any loss of profits, anticipated savings, goodwill, reputation, or data;
    - v. any loss of use or corruption of software or technical equipment;
    - vi. any loss to non-consumers; and
    - vii. any indirect or consequential loss

in each case even if we have been advised that such damages may arise.

- 5.3. The limitations of liability in this section 5 apply for the benefit of LAST ARZI, its affiliates, and all of their respective officers, directors, employees, agents or any company who we transfer our rights and obligations to in accordance with these terms and conditions.

#### **6. Changes to these Terms and Conditions**

- 6.1. These Terms and Conditions were published on 01 January 2022 and replace with immediate effect the terms and conditions previously published on 01 January 2022.
- 6.2. We may update these Terms and Conditions for legal or regulatory reasons, or to reflect changes in our services or business practices. We will provide notice of any significant changes below. You should regularly check this section to see if any changes have been made. If you are a paying subscriber, any changes to our terms and conditions will become effective from the date of your next payment following the change unless we notify you otherwise. If you are not a paying subscriber, any changes will become effective as soon as we post them on LASTARZI.com.

#### **7. Law and Jurisdiction**

- 7.1. If you are a user whose principal address or principal use of LASTARZI.com occurs in any jurisdiction other than India then these Terms and Conditions will be subject to English law. In this case, to the

extent possible in the applicable jurisdiction, both you and we agree that the courts of India will (subject to the final paragraph in this section 7) have non-exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions.

- 7.2. If you are a user whose principal address or principal use of LASTARZI.com occurs in India then these terms and conditions will be subject to the laws of India, without regard to its conflict of laws provisions. In this case, to the extent possible in the applicable jurisdiction, both you and we agree that the courts of the State of new Delhi will (subject to the final paragraph in this section 7) have non-exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions.

## **8. General**

- 8.1. We shall have no liability to you for any breach of these Terms and Conditions caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; epidemic or pandemic; breakdown of systems or network access; or flood, fire, explosion or accident.
- 8.2. You may not license or transfer any of your rights under these Terms and Conditions. We may transfer any of our rights or obligations under these Terms and Conditions to any other company, but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.
- 8.3. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.
- 8.4. Failure by either party to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy. Headings in these Terms and Conditions are for convenience only and will have no legal meaning or effect.
- 8.5. These Terms and Conditions (together with the documents referred to within these Terms and Conditions including in sections 1.4 and 2.1) constitute the entire agreement between you and the LAST ARZI relating to your use of the LAST ARZI Services. They supersede all previous communications, representations and arrangements, either written or oral.
- 8.6. LASTARZI.com is best viewed with one of our supported browsers. Our current list of supported browsers and the degree to which they are supported can be found [here](#). Any payment information you send to us over the Internet is encrypted using 128 bit Secure Socket Layer technology. SSL is currently the preferred method to securely transfer credit card data over the Internet.