

## About Oro / Terms and Conditions

 Last Updated on April 20 2024

### About Oro

We're helping Indians unlock the value of their gold so the gold they bought as a product of scarcity can bring abundance to their lives!

#### What do we do at Oro?

We are building products and services that can help create a financial system that is more inclusive. There are 3 primary tenets based on which we build our products – trust, access and pricing.



At Oro, we aspire to make gold in Indian households more valuable!

We ensure our products are simple and transparent, and build partnerships that embody trust. All of this, to provide convenience to the customer at cheapest possible costs.

Indians own 25,000 tonnes of gold, stored in their houses or bank lockers. Out of that, less than 1,500 tonnes contributes positively to India's GDP.



Fun fact: 2,500 tonnes of gold is worth Rs.15 Lakh Crores (Rs.1,50,00,00,00,00,000).

Oro's mission is to help monetise the next 10%, or ~ 2,500 tonnes by leveraging technology, convenience and partnerships - boosting India's GDP by over 6%.

### Terms and Conditions

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures for validation, consent or acceptance.

These terms and conditions (“**Terms**”) of Orocorp Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 2013, bearing company identification number U67190TN2020PTC135200 and having its registered office at No.10/1, Varadappan Street, West Mambalam, Chennai, Tamil Nadu, India, 600033 (“**Orocorp**”, or “**we**”, or “**us**”, or “**our**”), govern your (“**User**” or “**you**” or “**your**”) usage of the **Platform**.

These Terms also include our privacy policy available at [orocorp.in/privacy-policy](https://orocorp.in/privacy-policy) (“**Privacy Policy**”) and the Additional Terms and Conditions (*defined below*).

1. **Definitions**
2. APPLICATION/APP: “*Application/App*” shall refer to the mobile application, ‘OroMoney’ owned and operated by Orocorp.
3. APPLICABLE LAW: “*Applicable Law*” means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other

governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any governmental authority, whether in effect as on the date of you agreeing to be bound by these Terms or at any time thereafter.

4. ADDITIONAL TERMS AND CONDITIONS: "*Additional Terms and Conditions*" shall mean any guidelines, additional terms, policies, or disclaimers made available or issued by us, any third party or affiliate from time to time in relation to the respective Services.
5. BORROWER: "Borrower" shall mean any User who avails a Credit Facility from the Lenders through Orocorp. CREDIT FACILITY: "*Credit Facility*" shall mean the loan or any other credit facility that a User may avail through the Platform.
6. LOAN AGREEMENT: "*Loan Agreement*" shall mean any agreements or documentation executed between the Lender and the Borrower pertaining to the grant of a Credit Facility.
7. LENDER: "*Lender*" shall mean the regulated entity that extends the Credit Facility to the Borrower through the Platform.
8. PERSONAL INFORMATION: "*Personal information*" shall have the meaning as ascribed to it under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. For the sake of clarity, Personal Information shall include sensitive personal information as defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. PLATFORM: "*Platform*" shall mean the Application and Website.
9. SERVICES: "*Services*" shall mean and include provision of the Platform by us and the access to various products and services through the Platform, as may be amended, added, or withdrawn by us from time to time.
10. THIRD-PARTY SERVICES: "*Third-Party Services*" shall have the meaning as ascribed to it under clause 4.3 below.
11. USER ACCOUNT: "*User Account*" shall mean the registered account of the User with Orocorp for use and access of the Platform and the Services.
12. WEBSITE: "*Website*" shall refer to [www.orocorp.in](http://www.orocorp.in), <https://oromoney.in/> and <https://orosafe.in/> or such other website Orocorp notifies for the purposes of these Terms.

### **13. User Acknowledgment and Consent**

14. You acknowledge that by accessing the Platform and/or availing the Services, you consent to be governed and bound by these Terms. You acknowledge that by accessing the Platform and/or availing the Services, you shall strictly abide by the Terms detailed herein. If you do not agree to these Terms, you may not access or use the Services or the Platform.

### **15. Eligibility**

16. In order to assent to these Terms, you represent and warrant that: (a) you have full legal capacity, right and authority to agree to and be bound by these Terms, (b) you are at least

18 (eighteen) years of age or older, (c) you are an Indian resident, (d) you have not been previously suspended or removed by Orocorp or any of its affiliates from availing the Services or have been disqualified from availing any Services, (e) you are not barred or otherwise legally prohibited from accessing or using the Services, and (f) you are not and will not impersonate any person, entity or falsely state or otherwise misrepresent such person's or entity's identity. A person who is not competent to contract a minor, a person of unsound mind, etc. shall not access this Platform and use the Services without the consent of his or her guardian. The guardian is presumed to have read these Terms to give consent on behalf of a minor and shall be bound by these Terms. If at any time, Orocorp is of the opinion that you do not satisfy the eligibility criteria, including but not limited to any misrepresentation, misuse of any Service or offers, fraudulent or suspicious activities or transactions, Orocorp retains all rights to disable your access to the Platform and/or suspend your use of the Services with immediate effect.

## 17. **Services**

18. The Platform enables you to avail Credit Facilities by facilitating your connection to the Lenders based on our preliminary risk assessment, undertaken in accordance with the Lenders' instructions to us.
19. Access to Credit Facilities is subject to various criteria determined by the relevant Lender at its sole discretion, including but not limited to their credit policies, your credit bureau report, and your successful completion of the Know Your Customer ("**KYC**") process prescribed by the relevant Lender.
20. The Platform may utilise services, content, documents, and information owned by, licensed to, or otherwise made available by a third party or our affiliates ("**Third Party Services**"), and the Platform may also include links to the Third-Party Services. You understand and acknowledge that Third Party Services are the responsibility of the respective third-party or affiliate that renders such Third Party Services. You further acknowledge that your use of such Third-Party Services is solely at your own risk.
21. We make no representations and disclaim all warranties and liabilities arising out of or pertaining to such Third-Party Services including their accuracy or completeness. Should you avail any Third-Party Service, you shall be governed and bound by the Additional Terms and Conditions of the relevant third party or the affiliate providing the Third-Party Service.
22. We shall send all communications to our users by text messages, electronic mails, WhatsApp messages, push notifications and/or via other progressive technology in connection with your access to the Platform, utilisation of the Services and as part of our promotional and marketing strategy. You agree to receive all messages, emails and/or WhatsApp messages including transactional messages from us, any third parties and our affiliates. We may use Third Party Service providers to send alerts or to communicate with you. You authorize us, our affiliates and other entities providing Third Party Services to override the DND settings to reach out to you over calls, SMS, emails, WhatsApp messages and any other mode of communication. To the extent permissible under Applicable Law, you agree that all documents, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

23. You further acknowledge that you are responsible for the contact details shared with us and shall update us immediately on any change to your contact details.
24. You hereby agree and acknowledge that at any point of time we, or a Third Party Service provider or our affiliates providing any of the Services on the Platform, shall have the right to reject any of your applications for availing any of the Services provided on the Platform at our, the Third Party Service provider's or our affiliate's sole discretion without assigning any reason to you whatsoever, unless otherwise required under Applicable Laws.

#### 25. **User Account**

26. In order to avail the Services, you will be required to create a User Account on the Platform by providing your details including but not limited to your name, phone number, email address, and date of birth. If you choose to create a User Account, you agree to provide and maintain true, accurate, and complete information about yourself as prompted on the Platform and failure to do so shall constitute a breach of the Terms, which may result in immediate termination or suspension of your User Account at Orocorp's sole discretion.
27. You are solely responsible for maintaining the confidentiality of the User Account details and for any activity that occurs through your User Account. You agree to immediately notify Orocorp of any actual or suspected unauthorised use of your User Account or any other breach of security. Orocorp will not be liable for any losses or damages that may arise from your failure to comply with the above-mentioned provisions or your failure to ensure the confidentiality of your User Account or password.
28. We reserve the right to disable your access to the User Account if, in our reasonable opinion, you are in breach of any provision of the Terms or the Applicable Law or in the event of any actual or suspected unauthorised access to your User Account.

#### 29. **Verification**

- a. You may be required to undertake certain additional processes with us in order to avail the Services or in order for us to establish your identity and undertake KYC processes. In this regard, we may require you to share documents and information ("**Documents**") that may be necessary for us to ascertain your eligibility to avail the Services.
30. You authorise us, and any Third-Party Service providers we may engage with, to process your Documents and ascertain your eligibility to avail the Services. Any processing that we undertake shall be in accordance with our Privacy Policy. You agree that such processing may be subject to Additional Terms and Conditions in the event a third-party processes information under this Clause.
31. Further, you agree and acknowledge that we reserve the right to undertake any enhanced due diligence measures (this may include seeking any additional information, data, or documentation (collectively, "**Additional Information**")), (i) either independently to satisfy ourselves; (ii) on directions of the Lenders; or (iii) on behalf of the Third-Party Service provider, to ensure your eligibility for the Services, including Third-Party Services or for your continued use of the Services, including Third-Party

Services. You agree to fully cooperate and share such Additional Information promptly upon request, and further authorise us to process such Additional Information.

32. You agree and warrant to provide true, complete, and up-to-date Documents and Additional Information to us. If we suspect that the Documents or the Additional Information provided by you is unreliable or appears to be fraudulent or deficient, then we reserve the right to not provide you the Services, including Third-Party Services or allow use of the Platform, as the case may be.
33. Orocorp does not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services, including Third-Party Services, is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.
34. By continuing the usage of the Platform and the Services, including Third-Party Services, you hereby represent that you are not a Politically Exposed Person (“**PEP**”) as defined under Applicable Law. In the event your PEP status changes, you agree and undertake to immediately notify us in writing. You further understand that as a PEP, you will be subject to enhanced due diligence measures as may be required under the Applicable Law and based on directions of the Lenders.

**35. Terms specific to Credit Facility**

36. Any Credit Facility made available to the Borrower by any Lender shall be governed by the Loan Agreement, and we shall neither be a party to the same, nor be liable or responsible for the Lender’s actions or omissions under such terms.
37. In case of a Credit Facility against the security of gold jewellery or ornaments (“**Gold Loan**”), our representatives shall visit your location to assess your gold jewellery and collect the same for submission to the Lender. The representative may also assist you with or carry out your KYC or other processes as directed by the Lender. The Platform will provide you the details of the representative assigned to visit you and you agree that you will interact with only such representative whose details are provided to you on the Platform. We encourage you to verify the identity of such representative and request the representative to display their authorised Orocorp identity document. We shall not be responsible for any loss, theft, or any other mishappening if you do not verify the identity of the representatives.
38. In case of a Gold Loan, the Borrower authorises Orocorp and its affiliates or representatives to collect, assess, store, carry, deliver, transfer or handle the gold jewellery provided by the Borrower as the security for the Gold Loan in the manner as permissible under Applicable Laws.
39. The Borrower understands and agrees that Orocorp shall not be held liable for any loss or theft of the gold jewellery or ornaments provided as a security for the Credit Facility once the same is submitted by Orocorp to the custody of the Lender.

**40. Your Responsibilities**

41. You will not use the Platform or avail the Services, including Third-Party Services, for any purpose or in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you shall not:

42. except as maybe provided hereunder, copy, display, upload, modify, publish, transmit, update, create any derivative works from or licence the Platform;
43. use the Platform to transmit any data or send or upload any material that belongs to another person and to which you do not have any right;
44. use the Platform to transmit any data or send or upload any material that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner ;
45. use the Platform to transmit any data or send or upload any material that involves the transmission of (without limitation) "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or unsolicited commercial advertisement;
46. use any (without limitation) robot, spider, other automated device, or manual process to monitor or copy the Platform or any portion thereof;
47. use the Platform to transmit any data or send or upload any material that harms minors in any way;
48. use the Platform to transmit any data or send or upload any material that infringes any patent, trademark, copyright or other proprietary rights;
49. act in an abusive or threatening manner or use abusive or threatening language on or through the Platform and/or disrupt the experience of another user of the Platform;
50. use the Platform to transmit any data or send or upload any material that violates any Applicable Laws in any manner; use the Platform to transmit any data or send or upload any material that contains (without limitation) software viruses, trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code, files or programs designed to adversely affect the operation of any computer software or hardware;
51. engage in the systematic retrieval of content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory;
52. use the Platform or the Services in any unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
53. use the Platform to transmit information or content that is harmful to children or that impersonates another person, or deceive or mislead any addressee about the origin of a message, or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in the nature or, in respect of any business of the Indian government, is identified as fake or false or misleading by the fact check unit of the Indian government;
54. use the Platform in a manner that threatens the unity, integrity, defence, 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 investigation of any offence, or insult another nation in any manner;
55. reverse engineer, decompile, or disassemble the Platform;

- 56. use the Platform to publish any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); or
- 57. take any action that may adversely affect the Services or Platform.

**58. Disclaimer**

- 59. The use of the Platform or availing of Services is at your sole risk. You hereby accept full responsibility for any consequences that may arise from your use of the Platform or availing of Services, and expressly agree and acknowledge that Orocorp shall have absolutely no liability with respect to the same.
- 60. The Services and other products, information, materials, and services provided by Orocorp are provided "as is". Orocorp disclaims all warranties of any kind, express or implied, arising out of the Services, including merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice in respect to the same. Without limiting the foregoing, Orocorp makes no warranty of any kind that the Services, Platform, or any products or results of the use thereof, will meet your or any other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services, be secure, accurate, complete, free of harmful code or error-free.
- 61. You shall be solely responsible for the activities that may take place through your User Account, and you agree to use, access, and enter the Platform at your sole risk.
- 62. You understand that we shall in no manner be held liable for any unauthorised use of the Service or the Platform through your User Account due to unauthorised access including but not limited to hacking and security breaches.
- 63. You understand and agree that we do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services or the Platform is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.
- 64. You hereby accept full responsibility for any consequences that may arise from your use of the Services or the Platform, and expressly agree and acknowledge that Orocorp shall have absolutely no liability with respect to the same.
- 65. To the fullest extent permissible by law, Orocorp, its affiliates, and its related parties each disclaims all liability to you for any loss or damage arising out of or due to:
- 66. your use or inability to use, or availability or unavailability of the Platform or Services;
- 67. the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services or the Platform, communications failure, theft, destruction, or unauthorised access to Orocorp's records, programmes, services, servers, or other infrastructure relating to the Services or the Platform;
- 68. the failure of the Platform to remain operational for any period of time; or
- 69. the collection or processing of your personal information by Orocorp.

70. You also agree and acknowledge that there can be disruption in communication due to factors outside our control, including but not limited to your device being switched off, incorrect email address, network interruptions. You agree not to hold us liable for non-delivery for any alert or any loss suffered by you due to any delay, distortion or failure of communication.
71. You further agree and acknowledge that offers provided by us may vary from user to user.
72. You further agree and acknowledge that we are providing no guarantees and no warranties regarding online availability, impressions, and click-through of the Platform, and any material, information, links, or content presented on the Platform. The Platform, and any material, information, links, or content presented on the Platform, may be unavailable for online access at various points of time.
73. You agree that your mobile device, mobile service provider or any services that you may avail from any third party to access the Platform, may incur charges and you are solely responsible to bear such charges as per your agreement with such third party.
74. You acknowledge and understand that we are not a financial institution under the Applicable Laws. We are not a Lender and do not provide any Credit Facilities. We have contractual relationships with Lenders pursuant to which such Lenders offer Credit Facilities to the Borrowers.

**75. Intellectual Property**

76. All rights, title, and interest in and to the Platform and/or Services, including text, graphics, software, photographs and other images, videos, sounds, trademarks, and service marks are owned by or otherwise licensed to us. Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable, and limited licence to use the Services in accordance with these Terms.
77. All names, whether appearing with the trademark symbol or not, are trademarks that belong to us unless otherwise stated by us. The use or misuse of these trademarks or any other materials, except as permitted in these Terms, is expressly prohibited and may be in violation of copyright law, trademark law, and any other Applicable Law.
78. The contents of this Platform are subject to copyright protection. The contents of the Platform shall not be copied, recopied, reproduced, or otherwise redistributed. You shall not copy, display, download, distribute, modify, reproduce, republish, or retransmit any information, text, or documents contained in this Platform or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, texts or documents, without our express written consent or as otherwise permitted in these Terms.
79. Orocorp may request you to submit suggestions and other feedback, including bug reports, relating to the Services or the Platform, from time to time ("**Feedback**"). Orocorp may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights. You hereby waive any rights you may have that arise out of such Feedback and agree to execute such



documentation as Orocorp may request to give effect to Orocorp's rights under this Clause.

80. Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any third party's intellectual property rights.

**81. Indemnity**

82. The User hereby agrees to defend and indemnify Orocorp, and its affiliates, subsidiaries, officers, directors, agents, assigns, licensors, employees, representatives and suppliers harmless from and against any action, liability, cost, claim, loss, damage, demand, lawsuit, judicial proceeding or expense (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) suffered or incurred if directly or indirectly arising from or relating to:

83. acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you, or any third party who may use your User Account, your access to the Platform and the Services and your use of the Platform and the Services in violation of these Terms.

84. contravention of any Applicable Law.

85. any claim from any authority or any third party as a result of any action or inaction on your part, including but not limited to a breach of these Terms or any acts committed beyond the scope of these Terms.

86. You shall extend all cooperation to us, in our defence of any proceedings that may be initiated against us due to breach of your obligations or covenants under these Terms, including in any proceedings by a regulator or the Lender.

**87. Limitation of Liability**

88. Notwithstanding anything to the contrary contained herein, neither Orocorp nor any of its affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms, including any action taken by any authority.

89. Notwithstanding any provision to the contrary, Orocorp's maximum aggregate liability to you under the Terms or otherwise for any loss in connection with the Platform or a Service shall be limited at INR 10,000.

**90. Governing Law and Dispute Resolution**

91. These Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to Clause 13.2 below, courts in Chennai, India shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Services.

92. Any disputes arising in respect of or in relation to these Terms shall be resolved by arbitration at Chennai in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment. Within 30 (thirty) days of the issue of a notice of dispute, Orocorp and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) days period, Orocorp and you shall appoint such sole arbitrator in

accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Chennai and the arbitration proceedings shall be conducted in English.

93. You agree to keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts, or award unless required by Applicable Law. The decision of the arbitrator shall be final and binding on us/you hereto.

94. You hereto agree that your consent for the resolution of the dispute through arbitration shall not preclude or restrain us from seeking suitable injunctive relief in appropriate circumstances from courts in Chennai.

95. The cost of arbitration shall be borne in a manner by us/you as determined by the arbitrators.

96. Notwithstanding any provision to the contrary, nothing in these Terms shall preclude any of Orocorp's rights under Applicable Laws.

**97. Taxes**

98. It is the User's responsibility to bear any taxes applicable to the payments the User makes or receives in connection with the use of the Platform and Services to the appropriate tax authorities. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**99. Term and Termination**

100. These Terms shall remain in effect unless terminated in accordance with the terms hereunder ("**Term**").

101. Orocorp may terminate your access to or use of the Services, Platform, or any portion thereof, immediately and at any point, at its sole discretion if you violate or breach any of its obligations, responsibilities, or covenants under these Terms.

102. Upon termination under this Clause:

103. the Services and/or the Platform will "time-out";

104. you shall not be eligible to avail any features of the Services and/or the Platform;  
and

105. these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

106. Notwithstanding anything to the contrary contained in the Terms, upon termination of your access to or use of the Platform and/or the Services, you must immediately stop using the Platform.

107. Orocorp reserves the right to cancel User Accounts that have been inactive for a period of 6 months or more, and/or to discontinue allowing the use of Platform and providing the Services.

108. The User hereby expressly agrees that the termination of these Terms or de-activation of the User Account shall not affect the right of payment of any outstanding amounts due from the customer to Orocorp or Lenders.
109. You agree that you shall not be allowed to delete the User Account or terminate these Terms if any of your obligations under the Loan Agreement(s) are outstanding.
110. **Grievance Redressal**
111. For sharing any grievance or raising any queries, please contact [grievance@orocorp.in](mailto:grievance@orocorp.in).
112. For every complaint/grievance registered by you on the Platform or the contact details provided above, a ticket number shall be provided to you. Using such ticket number, you may track and monitor the status of your complaint/grievance.
113. Further, in case you do not receive a satisfactory response from us within 30 days from the date of communication of your complaints/grievances, you may contact the Grievance Redressal Officer using the details provided below:

Mr. Mohammed Kabir

Grievance Officer

Orocorp Technologies Private Limited

12/1, Varadappan Street, West Mambalam, Chennai 600-033

Email: [grievance@orocorp.in](mailto:grievance@orocorp.in)

Ph: 080-46808068

<https://oromoney.in/>

**1. Miscellaneous**

2. The User shall not assign or otherwise transfer rights or obligations under these Terms.
3. Orocorp may assign its rights and duties under these Terms without any such assignment being considered a change to these Terms and without any notice to the User.
4. The User understands and agrees that no joint venture, partnership, employment or agency relationship exists between the User and Orocorp as a result of these Terms or on account of use of the Platform or availing of the Services.
5. All information shared by Orocorp with the User for the purpose of providing the Services or allowing the use of Platform shall be considered confidential. The following are the exceptions to this clause: (a) information already in public domain, and (b) such information as is required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum.
6. Enforcement of these Terms is solely in our discretion and failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such a provision in other instances.

7. If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provisions will continue to be in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
8. No third party shall have any rights to enforce the Terms contained herein.
9. We may provide you with translated versions of these Terms solely to assist you with understanding these in greater detail. The English version of these Terms shall be controlling in all respects. In the event of any inconsistency between the English version of these Terms and any translated version, the terms of the English version shall prevail.
10. Any notices or other communications that the User wishes to send to Orocorp may be addressed by email on [support@orocorp.in](mailto:support@orocorp.in). Any notices to the User shall be sent by Orocorp to the registered email ID of the User.
11. You agree that we shall not be liable for any breach of these Terms if such breach is caused by an event that is unforeseeable and beyond our reasonable control (such as, depending on the circumstances, unavailability of any communication system, breach or virus in our system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, unauthorised access to computer data and storage devices, computer crashes and regulatory or government actions (“**Force Majeure Event**”). In such circumstances, we will be entitled to a reasonable extension of time to perform our obligations.
12. Orocorp reserves the right at any time to modify these Terms and to add/introduce Additional Terms and Conditions on the use of the Services and the Platform. If you choose to continue using the Services and the Platform after such modifications, it will be considered as your acceptance of the modified Terms. In the event you refuse to accept such changes, you shall stop using the Platform. We also reserve the right to suspend or withdraw or restrict the availability of all or any part of our Platform or the Services for business and operational reasons. Your use of the Platform shall indicate that you have provided consent to automatically receive updates such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, “**Updates**”), for the purpose of effective delivery of the Services. Please note that your continued use of the Platform following such Updates would mean deemed acceptance by you of the same.