

This agreement is entered on \_\_\_\_\_ (date) \_\_\_\_\_ (month) \_\_\_\_\_ (Year) between:

1. OKTAT EDUCATION SERVICE PRIVATE LIMITED, A Company incorporated under the Companies Act, 2013 having its Registered Office at 424 , Tulsi Arcade, Nr Sudama Chowk, Mota Varachha, Surat GJ 394101 represented by its authorized Signatory Directors hereinafter referred to as **“The COMPANY”/ “The Owner”** ,(which expression shall unless excluded by or repugnant to the subject or context thereof shall and mean include its successors in interest and assigns)of the **ONE PART**;

And

2. \_\_\_\_\_ (Name of classes) of \_\_\_\_\_ (Address)represented by \_\_\_\_\_ (Name and designation of person signing) hereinafter referred to as **“The Service Provider”/ “The Registered Tuition Class” (The RTC)** ,(which expression shall unless excluded by or repugnant to the subject or context thereof shall and mean include its successors in interest and assigns)of the **SECOND PART**;

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## **Section 1: Introduction**

The First party is the Owner of the website named [www.oktat.in](http://www.oktat.in) . This agreement is a set of rules to be followed by both the parties to maintain the ethics and working environment for both the parties. These are the Code, Rules, and Standards which define the rights, Obligations, duties, responsibilities and liabilities of both the parties.

It is important to note that a well governed business can grow more with the application of ethical business practices and rules.

Objectives:

- a. It will help the RTC to maintain the business ethically.
- b. Direct the RTC to grow and create a good image in market.
- c. Make aware of their Rights and Responsibilities.
- d. Make aware of the Dos and Don'ts of the RTC.
- e. --- Reserved ----
- f. --- Reserved ----

The terms and conditions of this relationship between both the parties are set forth in following documents which are referred to "Relationship Documents:

- a. The Online Application Form
- b. The offline KYC Approval
- c. This agreement
- d. Any other document
- e. --- Reserved ----

With the passage of time, each rules and standards need to be re-evaluated and that is why these Relationship Documents are revised, modified or changed to cope-up with the changing environment. In case of any change, the Owner will notify all such amendments to the RTC by publication on its website [www.oktat.in](http://www.oktat.in) .

## Section 2: Definitions:

Where ever in this document or document referred above require any explanation, the following words and phrases shall mean what is given below:

**(A) “Oktat” OR “The Owner” or “The Company” or “The First Party”:**

It means Oktat Education Service Pvt. Ltd. a company registered under the Companies Act, 2013 having its registered office at 424 , Tulsi Arcade, Nr Sudama Chowk, Mota Varachha, Surat GJ 394101.

**(B) “The Registered Tuition Class” or “The RTC” or “The Client” or “The second part”:**

It means any authorized person who agrees online / offline to avail the services of the Company.

**(C) “The Website” or URL :**

The website refers to [www.oktat.in](http://www.oktat.in) or such other web portal the owner deems fit to market or maintain on the world wide web including any mobile phone application.

**(D) “Students” or “The service receivers” or “The Users”:**

It refers to the person who is searching the database or registering online / offline to use the services.

**(E) “Services”:**

The service refers to the following services provided by the Owner:

- Providing search engine for those who are searching for tuition classes or any education institute.
- Displaying online database of the RTC based on the user ratings, reviews, area, subject, batch time, batch size, fees, payment terms or any other parameter as the Owner deems fit.
- Providing payment gateway or intermediary between The Student and The RTC.
- Providing online platform to the RTC to market / advertise them.
- Providing study materials in the form of PDF file or online videos or in any other format or mode to the students.
- Reflecting online the user ratings and reviews, etc.
- Providing details of inquiries and generating leads.
- <Reserved>

**(F) “Business Year”:**

It means a period beginning from April 1 and ending on March 31 of the following calendar year.

**(G) “Cross enquiry” / “offline admission”:**

It means that the RTC diverting the leads / enquiries to other person, or other tuition class or his own other tuition class / brand name which is not registered with the Owner or granting admission offline i.e. sidelining the owner’s financial interest / charges.

**(H) “Market”:**

It means the territory of a City in which the RTC is providing their service. In case of web based coaching centers, the market shall stand to India

**(I) “Membership Period” or “Listing period”:**

It refers to any period mentioned in the offers.

**(J) “Membership Fees” or “Listing Fees” or “Advertisement Fees” or “Fees for Leads” or “Service Charges” or “Handling charges”:**

It refers to any kind of fees by whatever named called to avail the services as per the annexure. It shall mean the margin per transaction charged by the Company to the RTC at the rates agreed to between the parties, upon availing the services.

**(K) “ID Number”:**

It is a unique online or offline relationship / registration number of all the RTC and the Users.

**(L) “Enrollment”:**

An enrollment refers to admission confirmation by the User and the RTC.

**(M) “Trial period”:**

Depending upon the offer and approved by the RTC, the users may avail benefit of admission without any payment to RTC.

**(N) “Tuition Fees”:**

It refers to the fees prescribed on the website as approved by the RTC for the specified batches and subjects.

**(O) “Key Class information”:**

It refers to the information based on which the users may take decision of enrollment, for eg,

1. Fees,
2. Batch time,
3. course Period
4. Seat availability
5. Batch Size
6. Expertise of the teaching faculty over the subject
7. Contact details
8. Place of tuition
9. Exam pattern
10. Communication with parents
11. Mode of transports available
12. Legal registrations, license, awards and accreditation obtained like local tuition class association registration, Fire safety NOC, ISO certificate etc.
13. Others like photos, videos etc.

**(P) “E-commerce engine”**

It shall mean and include the back end comprising a set of seamlessly integrated applications that manage the operations and various business work flows, including Catalogue Management; tuition class key information and price updates;

**(Q) “On line promotions”**

It shall mean promotions relating to show casing the RTC and their key information on the home page and store page of the Site;

**(R)** --- Reserved ----

**(S)** --- Reserved ----

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### **Section 3: Becoming a RTC :**

Fill, sign and deliver an online or offline Application Form along with the necessary documents and supporting details.

#### **(A) Application cum registration:**

An applicant to become a RTC must

- 1) The RTC will be assigned a User id and password.
- 2) Fill up, sign and file an online and/or offline Application for authorization to display and market their tuition class on the Website.
- 3) Read and agreed to the terms available on Website.
- 4) Update and keep updating key RTC information on the website.

#### **(B) Eligibility:**

Without limiting The Owner's rights, the following are requirements for becoming the RTC:

- (i) The Owner of RTC must be at least 18 years of age
- (ii) The teaching staff of RTC must be educated enough to manage tuition classes.
- (iii) The classes must have enough place to accommodate the batch size.
- (iv) The RTC must not be unable to manage his business due to mental or legal reasons;
- (v) The RTC must not have been suspended from his current profession or business by any professional association, society, or institution;
- (vi) The RTC must not be involved in illegal / criminal activities.

#### **(C) Acceptance or Rejection or amending Application or delisting:**

The owner reserves the right to accept or reject or amend any application or information uploaded or entered by RTC without having to give any explanation whatsoever. The owner has absolute right to delist any RTC.

#### **(D) Date of Authorization:**

An application shall be considered accepted when the Owner enters and approve online / offline the personal details in any manner whatsoever whether by issue of an ID number. The contact details and email id shall be updated once verified by the Owner.

#### **(E) Prohibited Practices:**

The RTC, in the development of their business, will not demand from the Users:

- i. To Pay any joining fee
- ii. To pay admission fee
- iii. To pay any charges apart from those mentioned on the website.
- iv. To enroll offline.
- v. To cross enquiry
- vi. To allow more discounts to offline or walk-in enquiries.
- vii. <Reserved>

**(F) Membership / listing Period:**

The RTC may choose the duration of service at the charges communicated online / offline. The owner has right to change the charges and listing period after prior communication of the RTC.

**(G) Renewal:**

In order to remain a RTC, he/ she will have to update online the key class information on monthly basis. The RTC shall renew the offer or service after completion of the service / listing period.

**(H) Delisting by-default:**

If a RTC does not:

- Update the key information on the website for 3 consecutive months / batch
- Pay/ clear dues within the 15 days of admission.
- Non-availability of seats for 6 consecutive months.
- Want to continue the listing and voluntarily delist themselves after approved by the owner.

**(I) Accuracy of data:**

The RTC is responsible for the data accuracy and the details available on the website.

**(J) Image and videos ethics:**

The image displayed on the website must not contain any contact details or email id.

**(K)** ---- Reserved ----

**(L)** ---- Reserved ----

**(M)** ---- Reserved ----

## **Section: 4 Responsibilities of RTC**

### **(A) Cross Group Selling:**

RTC shall not cross sell the lead. RTC shall inform the owner regarding each admissions and enrollments through the website. The RTC will also inform the owner regarding offline enrollments of students who enquired through website and owner.

### **(B) Equal Tuition Fees / competitive fees:**

The RTC shall always quote the best, lower or equal fees on portal than to offline enquiries. The fees must be inclusive of all taxes. The RTC shall never quote tuition fees lower than mentioned on the website. If you have actually lowered the fees, than update the portal immediately.

### **(C) Availability:**

The Company shall not be responsible for claims made by the users for inaccurate seat availability details that are displayed on the website due to any negligence / default on the part of the RTC to provide updated and accurate seat availability information. The Merchant shall be required to retain adequate seats listed on the website for successful fulfillment of enquiries / enrollment. The merchant is required to send updated seat availability list on the website at least once a month.

### **(D) The RTC cannot:**

- (i) Make exaggerated claims or guaranteed claims with regard to service and achievements.
- (ii) In any way whatsoever, represent any key content incorrectly with regard to fees, quality, standards, grades, contents, style of teaching, exam pattern or model, place , batch size, achievers or seat availability.
- (iii) Update or change the key class information once the admission is confirmed.
- (iv) Allow more discounts to offline enquiries or displaying lower fees without prior intimation to the owner.
- (v) ---- Reserved ----

### **(E) Discounts:**

The owner has complete right over discount in service charges to be collected from the users. In case of bulk enrolments by the users, the RTC may be requested to provide discounts in the tuition fees. The Company will collect service charge on the Discounted Price.

### **(F) Confirmations and updates:**

The confirmation for enquiries, admission or enrollment has to be responded online by the RTC and to the tele-caller duly appointed by the owner.



**(G) User Refunds:**

The user refunds shall be paid by the RTC on pro-rata basis. The service charges collected by the owner shall not be refunded in any case. Neither the User nor the RTC can claim refund from the Owner. The RTC is required to indemnify the Company for any claim, legal actions, suit, etc. which will be filed or which originated because of any failure by the RTC.

**(H) Compliance with Applicable Laws, Regulations and Codes:**

The RTC shall comply with all laws, regulations and codes that apply to the operation of their business and the Company does not ensure or make representations with respect to the quality or extent of effort or expense required to comply with such laws, regulations and/or codes.

**(I) Deceptive or Unlawful Practices:**

No RTC shall engage in any deceptive or unlawful practice. A deceptive or unlawful trade practice is one, which has been defined as such by any central, state, or local law or regulation.

**(J) Professionalism:**

The RTC shall at all times conduct himself or herself in a courteous and considerate manner and shall not differentiate the enquiries or enrollment on the basis of online enquiries, offline enquiries, walk in enquiries, race, sex, religion or caste.

**(K) Independent Business Entity:**

The Company and the RTC is independent and nothing in this agreement refers to employer or employee relation between the parties. The RTC shall not refer the company as “agents,” “managers,” or “representatives”, nor shall they use such terminology or descriptive phrases on their stationery or other printed material.

**(L) Privacy and Confidentiality:**

All RTC are required to abide by full privacy with regard to the contact details, other personal data of the Users and enquiries. The RTC shall indemnify the company for legal compliance or any legal action due to breach of privacy by RTC or any person who is authorized to access the Website.

**(M) --- Reserved----**

### **Section 5: Terms of payment**

- (A) The Company shall collect the service charges at the rate prescribed in the annexure on each enquiries and enrollments made through the owner and the website.
- (B) The subscription of the RTC will be valid till the end of the business year.
- (C) The owner shall, at any time, revise the rate of service charge by intimating the RTC in writing or through mail or by any other mode or by sending notification on the Site seven days in advance. It shall be the RTC's responsibility to review the emails / notifications of the Company from time to time. The RTC's continued use of the Site after such modifications/ amendments/ revisions of the Service Charge shall be deemed as acceptance of such modifications/ amendments/ revisions.
- (D) The Company shall make payment to the RTC within 7 days of payments received from students after deducting the prescribed Service charge or accumulated charges. The aforesaid Service Charge shall be exclusive of taxes which is subject to offers for the time being in force.
- (E) The RTC acknowledges that the Company shall, at all times, have the right and option to deduct/adjust any payments due to or from the RTC in one transaction against any payments due to or from the RTC in other transactions.
- (F) The RTC must accept the payments through RTC only for any admission or enquiries or enrollments.
- (G) The RTC shall provide bank details required for online transfer directly or issuing a cheque.
- (H) ... reserved....
- (I) **... Reserved.....**

## **Section 6 : General**

**(A) Display of name:**

The names on the website are displayed in alphabetical order which is depending upon the preferences and filters / parameters selected by the Users. Currently, no biasness or priority is given for order of display of names. But the Owner has full right over preferential display of names.

**(B) Advertisement:**

The advertisement in the form of banners, flash news, updates, offer or in any manner does not guarantee fixed numbers enquiries or enrollments. The charges for advertisement are non-refundable.

**(C) Enquiries:**

The details of enquiry for the specific RTC is available on their log in portal. The owner has right to share the category-wise enquiries with any other RTC or any other person.

**(D) Discount:**

The discount in handling charges to Users are in the scope of the Owner and the RTC has no right over it. The decision of the owner shall be final.

**(E) ... reserved...**

**(F) .... Reserved...**

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## **Section 7 : Owner's obligation**

### **(A) Site and Pages:**

Company agrees to:

- I. Develop, implement and maintain the site in substantial conformance with specifications;
- II. Author, develop and display pages to market the Products in substantial conformance with the specifications.

### **(B) Back up and Security Measures:**

Company shall be solely responsible for all expenses, costs and fees of the creation, revision, display, hosting and transmission of the Pages, back-up and mirror servers and contingency and disaster recovery planning, services and equipment. In addition, Company shall undertake commercially reasonable security measures to prevent unauthorized use and ensure the security, confidentiality and integrity of the Products on and within the Site, including, without limitation:

- Password access and firewall protection;
- maintenance of independent archival and backup copies of the Pages; and
- Protection from any network attack or other malicious harmful or disabling data, work, code or program.

### **(C) Reserved.....**

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## **Section 8: Use of the Website**

- (A) The RTC hereby agrees and understands that the company and the Site merely provide hosting services to its registered users and persons browsing/visiting the Website. All items advertised / listed and the contents therein are advertised and listed by registered users and are third party user generated contents. The company neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. The company has no control over the third party user generated contents.
- (B) The RTC agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

The RTC shall not host, display, upload, modify, publish, transmit, update or share any information which:

- belongs to another person and over which it has no right;
- is grossly harmful, harassing, blasphemous, defamatory, bigotry, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or harassing, including but not limited to 'indecent representation of women' within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- is false, inaccurate or misleading in any way;
- is patently offensive to the online community, such as sexually explicit content or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of 'junk mail', 'chain letters', unsolicited mass mailing, or 'spamming';
- promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- infringes upon or violates any third party's rights [including but not limited to intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address, or phone number) or rights of publicity];
- promotes an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links, information to circumvent manufacturer-installed copy-protect devices, or pirated music or links to pirated music files;
- contains restricted or password-only access pages, hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;
- contains unauthorized videos, photographs or images of another person (whether a minor or an adult);
- tries to gain unauthorized access or exceeds the scope of authorized access to the Website, profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Website, or solicits passwords or personal identifying information for commercial or unlawful purposes from other users on the Website;
- engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, pyramid schemes, or the buying or selling of 'virtual' items related to the Website without our prior written consent.
- solicits gambling or engages in any gambling activity which we, at our sole discretion, believe is or could be construed as being illegal;
- interferes with another's use and enjoyment of the Website;
- refers to any website/URL which, at our sole discretion, contains material that is inappropriate for the Website or any other website and content that is prohibited or violates the letter;
- harms minors in any way;
- infringes any patent, trademark, copyright, proprietary rights, third-party's trade secrets, rights of publicity, or privacy, is fraudulent, or involves the sale of counterfeit or stolen items;
- violates any law for the time being in force;
- deceives or misleads the addressee/ users about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer codes, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept, or expropriate any system, data, or personal information;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any offence or prevents investigation of any offence or is insulting any other nation;
- shall, directly or indirectly, offer or attempt to offer trade or attempt to trade in any item which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- shall create liability for us or cause us to lose (in whole or part) the services of our Internet Service Provider ("ISPs") or other suppliers.

- (C) The RTC shall not use any 'deep-link', 'page-scrape', 'robot', 'spider', automatic device, program, algorithm, methodology, or any similar or equivalent manual process to access, acquire, copy, monitor any portion of the Site or content or in any way reproduce, or circumvent the navigational structure, presentation of the Site, or any content to obtain or attempt to obtain any material, documents, or information through any means not purposely made available through the Site. We reserve our right to bar any such activities.
- (D) The RTC shall not attempt to gain unauthorized access to any portion or feature of the Website, other systems, networks connected to the site, server, computer, network, or the services offered on or through the site by hacking, password 'mining', or any other illegitimate means.
- (E) The RTC may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message, transmittal send to us on or through the Website, or any service offered on or through the site. The RTC may not pretend that it represents someone else or impersonate any other individual or entity.
- (F) ... reserved..
- (G) ... reserved...

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## **Section 9: Representations**

(A) RTC hereby represent and warrant to us that: (a) if RTC is a business entity, it is duly organized, validly existing and in good standing under the Laws of the territory in which its business is registered and are a resident of India for income tax purposes every financial year; (b) RTC has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations hereunder; and (c) RTC and all of its subcontractors, agents and suppliers will comply with all applicable Laws in performance of obligations and exercise of rights under this Agreement.

(B) ... reserved..

## **Section 10: Indemnification**

(A) The RTC release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) RTC's actual or alleged breach of any obligations in this Agreement; (b) any Tuition places owned or operated by RTC, its service (including the offer, claims, fulfilment, refund, adjustment, or others thereof), RTC's study Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto; or (c) merchant's taxes. The RTC will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we determine in our sole discretion that any indemnified Claim might adversely affect us, we may take exclusive control of the defence at our expense. The RTC may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

(B) ... reserved...



## **Section 11: Disclaimer**

**(A)** The services, including all content, software, functions, materials and information available or provided in connection with the services, are provided "as-is." as a user of the services, RTC access the website, the services or tool provided by the company to help merchant avail the services at its own risk. We waive and disclaim:

- i. any representations, warranties, declarations or guarantees regarding this agreement, the services or the transactions contemplated hereby, including any implied warranties, declarations or guarantees of merchantability, fitness for a particular purpose or non-infringement;
- ii. implied warranties arising out of course of dealing, course of performance or usage of trade; and
- iii. any obligation, liability, right, claim or remedy in tort, whether or not arising from our negligence. We do not warrant that the functions contained in the website or the services will meet your requirements or be available, timely, secure, uninterrupted or error free, and we will not be liable for any service interruptions, including, but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any transactions. Some jurisdictions' laws do not allow exclusion of an implied warranty. In which case the foregoing disclaimer may not apply to you, and we disclaim to the maximum extent permitted under applicable law all warranties of any kind, whether express, implied or statutory, including without limitation warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non- infringement or quiet enjoyment.

**(B)** ... reserved...

## **Section 12: Limitation of Liability**

**(A)** The company will not be liable (whether in contract, warranty, tort, delict (including negligence, service liability, any type of civil responsibility or other theory or otherwise) to RTC or any other person for cost of cover, recovery or recoupment of any investment made by RTC or its affiliates in connection with this agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this agreement, even if the company has been advised of the possibility of such costs or damages. Further, except in case of gross negligence or willful misconduct, our aggregate liability arising out of or in connection with this agreement or the transactions contemplated hereby will not exceed at any time the total amounts during the prior [\*] month period paid by RTC to the owner in connection with the particular service and the website giving rise to the claim.

**(B)** ... reserved...

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### **Section 13: Tax Matters**

- (A) As between the parties, RTC will be responsible for the collection and payment of any and all of its Taxes together with the filing of all relevant returns under any taxation law, and issuing GST invoices/credit memos where required. The Company is not responsible for collecting, remitting or reporting any GST or other taxes arising from such sale/ admission/ enrollments/ enquiries. The RTC is solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.
- (B) If for any reason, any income tax or any withholding tax is determined to be deducted and deposited on any payments or remittances to RTC, the company will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority. No claim in respect of the taxes deposited would be made by merchant against the company.
- (C) .. reserved... .

### **Section 14: Force Majeure**

- (A) A Party is not liable for failure to perform, or delay in performing, an obligation (except an obligation to pay money) if each of the following conditions is satisfied:
- i. the failure or delay arose from a cause beyond the reasonable control of that Party. A cause beyond the reasonable control of a Party includes an act of God, war, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, epidemic, pandemic, terrorism, embargo, unavoidable accident, or anything done or not done by or to a Person, government or other competent authority, except the Party relying on force majeure;
  - ii. the Party took all reasonable precautions against that cause and did its best to mitigate its consequences; and
  - iii. the Party gave the other Party notice of the cause as soon as practicable after becoming aware of it.
- (B) .. reserved...

## **Section 15: Password Security**

**(A)** Any passwords the company provides to RTC may be used only during the Term to access RTC's Account, (or other tools the Company provides) to use the Service, electronically accept RTC's transactions, and review RTC's completed transactions. Multiple User facility shall be provided to RTC and RTC is solely responsible for maintaining the security of passwords. RTC may not disclose password to any third party (other than third parties authorized by RTC to use its Account in accordance with this Agreement) and are solely responsible for any use of or action taken under RTC's password. If RTC's passwords are compromised, merchant must immediately change its password.

**(B)** ... Reserved....

## **Section 16: Illegality**

**(A)** If any provision or term of this Agreement or any part thereof shall become or be held or declared illegal, invalid or unenforceable for any reason whatsoever, including without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the Parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify such provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

**(B)** ... reserved...

**Section 17: Notice**

(A) Each notice or communication required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid to the following addresses or facsimile numbers:

RTC : Attention : [\*]  
Facsimile : [\*]  
Address : [\*]

Company : Attention : [\*]  
Facsimile : [\*]  
Address : [\*]

or to such other address or facsimile number as the Parties may designate by written notice. Any such notice or communication shall be deemed duly given, in the case of personal delivery and courier service, upon delivery and receipt of written acknowledgement thereof, in the case of registered mail, [\*] days after posting and in the case of facsimile transmission, upon transmission and receipt of a satisfactory transmission transcript, provided that if such day is not a Business Day or such time not a normal business hour then delivery shall be deemed to have occurred on the following Business Day.

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**Section 18: Dispute Resolution and governing law**

- (A) Any Dispute shall be referred to and finally resolved by arbitration in accordance with the fast track arbitration (to the extent applicable) under the rules of arbitration as per the Arbitration & Conciliation Act in India then in effect (“Rules”) failing which, in accordance with the Rules.
- i. The number of arbitrators shall be three (3). One (1) arbitrator shall be nominated by each Party. The third (3rd) arbitrator, who shall act as an umpire, shall be nominated by the two (2) arbitrators appointed (“Umpire”).
  - ii. The seat or legal place of arbitration shall be Surat, (Gujarat) and any award shall be treated as an award made at the seat of the arbitration. The language to be used in the arbitral proceedings shall be English.
- (B) By agreeing to arbitration under the Rules in accordance with this Clause 36, the Parties undertake to abide by and carry out any award promptly and any award shall be final and binding on the Parties. The Parties waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.
- (C) This Agreement is governed by, and construed in accordance with the laws of India.
- (D) Each of the Parties irrevocably agrees that the courts of Surat shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement (including any question regarding its existence, validity or termination) and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement of the date written above.

**BY "The RTC "**

**[\*]**

**Through its authorised signatory**

**BY "The Company"**

**[\*]**

**Through its authorised signatory**

\_\_\_\_\_  
**Name :**

**Designation :**

\_\_\_\_\_  
**Name :**

**Designation :**