**TERMS AND CONDITIONS**

Please carefully review these terms and conditions ("Agreement") before using the Make My Day software application or any of the services provided through the Application (defined hereinbelow).

The Application is owned and operated by Carepal Fintech Private Limited and has been developed to provide users with personal and non-commercial use of content and habit-building journeys. By accessing or using the Application, you agree to be bound by these terms and conditions.

Carepal Fintech Pvt. Ltd. (hereinafter shall be referred to as "**Company**") are the owner of the Application and is a company incorporated under the Companies Act, 2013 having CIN No: U67190MH2022PTC382360 and its registered office at 3rd Floor, A wing, Vaman Techno Centre, Marol Makwana Road, Andheri East, Mumbai, Mumbai City, Maharashtra, India – 400059.

1. **ACKNOWLEDGMENT**

These are the terms and conditions (“Terms and Conditions”) governing the use of this service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the Service. In accessing this Application, you (hereinafter shall be referred to as "User" or "You") understand that the Application provides access between Users to view the content on habit-building journeys (“Service”).

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, Users and others who access or use the Service. By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. No separate contract is provided for the agreement pertaining to the use of the Application. The content of the agreement between You and the Company is based on these Terms and Conditions.

1. **OWNERSHIP**

The Application and all other programs, text, graphics, files and other content are owned and copyrighted by the Company and are protected worldwide. We retain all right, title and interest in and to the Application and any portion thereof, including, without limitation, all patent rights, copyrights, trademarks, service marks, trade secrets and other intellectual property rights, any derivative work of the Application and any update, and any copies thereof, regardless of the form or media in or on which the original or other copies may subsequently exist. For purposes of these Terms and Conditions. You agree to take any action reasonably requested by us to evidence, maintain, enforce or defend the foregoing. You shall not take any action to jeopardize, limit or interfere in any manner with our ownership of and rights with respect to the Application or any derivative work or any update thereof. This license is not a sale of the original or any backup copy. All rights are reserved unless otherwise noted.

1. **ELIGIBILITY**

The User of this Application unequivocally declares and agrees that the User is a natural person who has attained the age of at least 18 years and is legally allowed to enter into a contract in India or is a legal person authorised to enter into and be bound by these Terms & Conditions. The User is allowed to utilize the Services in accordance with the terms and conditions detailed hereinafter. If the User violates any of these Terms & Conditions or otherwise violates an agreement entered into through the medium of the Application, the Company may terminate the User’s account, on the Application and/or prohibit the User from using or accessing the Application at any time in its sole discretion, with or without notice, including without limitation if Company believes that the User is under the age of 18 years (in case User is a natural person).

1. **DECLARATION BY THE USER**

I declare that I am an Indian resident and that all the particulars and information provided by me on the Application such as name, mobile no, email id, etc., available on the Application, are true, accurate, and complete.

1. **USE**

The Make My Day software application, supporting files and accompanying documentation (referred to collectively herein as the "Application") is provided solely for your personal, non-commercial use. The videos, articles and other content that you choose to save may be protected by copyright and other laws. Please refer to the website you were visiting when you saved such content for copyright notices, information and restrictions that may be applicable to such content. We respect the intellectual property of others, and we ask our users to do the same. Company allows you to time-shift across devices and platforms so that you can access information later that you had the right to access when you saved such content to the Application. As a condition to your use of the Application, you agree not to use the Application to infringe any intellectual property rights. We reserve the right, at any time, in our sole discretion, with or without notice, to terminate the accounts of, and block access to the Application to, any users who infringe any copyrights or other intellectual property rights.

Subject to these Terms and Conditions and for the duration of the same, we grant you a limited, non-exclusive, personal, non-transferable, non-sublicensable, non-commercial right and license to: (1) download and use a copy of the Application; and (2) view and use the Company technology, including, without limitation, the products and services made available on or through the Application or our website. No other right or license of any kind is granted to you hereunder with respect to the Company technologies and Application. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or other grant of right to use any patent, copyright, trademark, service mark, trade secret or other intellectual property right, except as expressly provided herein. The license provided herein is effective until terminated. This license automatically terminates if you fail to comply with these Terms and Conditions. You agree that, upon such termination, you will destroy or permanently erase all copies of the Company Technologies and the Application.

1. **INFORMATION SHARING AND SOCIAL FEATURES**

You may have the opportunity to share content or information, including, but not limited to, your name, email address, or other information that You provide via accessing the Application. By sharing information or content on the Application, You expressly agree to all of the following:

1. You grant Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any information or content that You provide on or in connection with your use of the Application, subject to the privacy provisions described in our privacy policy available at www.mmdapp.co.
2. You understand that deleted content or information may continue to exist on our servers or in backup copies that we maintain for our own use.

1. You will not take any action on the Application that may constitute libel or slander, infringes or violates someone else’s rights, that is protected by any copyright or trademark, or otherwise violates the law.
2. You agree that You will not use the Application for commercial purposes.
3. We may remove any content or information that You share on the Application for any reason.
4. You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Application.
5. **Account Registration**
6. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account of the Service.
7. The registration itself is free of charge (free account) and does not make you sign up for a paid subscription. By registering, you are executing an agreement with Company for an unlimited, free use of the Application.
8. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
9. Despite our best efforts, You will appreciate that no data security measures can guarantee 100% security. You should therefore take the necessary steps to protect against unauthorized access to your password, phone and computer. We are not responsible for any lost, stolen or compromised passwords, or for any activity on your account via unauthorized password activity.
10. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.
11. **INFORMATION YOU PROVIDE**
12. If you choose to send us any message, feedback or data, including, but not limited to, any ideas, comments, suggestions or questions regarding our Service, such information shall be deemed to be non-confidential. We shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such ideas, concepts, know-how or techniques.
13. The Company enable users to share, save or post information or materials, or to communicate with or otherwise share information with other users or persons. You agree not to share, save, submit, publish, display, disseminate, or otherwise communicate any defamatory, inaccurate, abusive, threatening, offensive, indecent, illegal or otherwise objectionable material, or any material that violates any federal, state, or local law in India or anywhere else in the world. You are solely responsible for all information which you share, save, submit, publish, display, disseminate or otherwise communicate through the Application, even if a claim should arise after termination of service.
14. You agree that all such content, messages and other communications shall not be deemed to be private or secure, and that any such content, messages and communications can be read by the operators and/or other agents of Company, whether or not they are the intended recipients. If we or any other person asks you to cease and desist from sharing any videos, articles or other content with any third party, or to cease communicating with any third party via our Application, you agree to comply with such request immediately.
15. The Company may partner with various third parties for the provision of Services. Any display of third-party services offered through the Application does not in any way imply, suggest, or constitute any reputation, sponsorship or approval of Company by any such third parties. The display of specific options does not suggest any recommendation or endorsement by Company of the third party services. You agree that Company is in no way responsible for the accuracy, timeliness or completeness of information it may obtain from these third parties and which may be posted on the Application and as may be amended from time to time. Your interaction with any third party accessed through the Application is at your own risk, and Company will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with such third parties or availing any services from such third parties.
16. We respect that You do not want your personal information to be shared with other companies at any time. However, we may require to share your personal information with our Affiliates/Subsidiaries, business and non-business partners. We share information as described below in accordance with the privacy policy. We will keep your personal information confidential and limit access to it to those who specifically need it to conduct their business activities, except as otherwise permitted by applicable law.
17. **ACCEPTANCE OF TERMS AND CONDITIONS**
18. As a User of this Application, You have agreed to the Terms & Conditions provided hereunder or anywhere else on this Application including but not limited to disclaimers on this Application. You are advised to read and understand the said Terms & Conditions and in case You do not wish to agree to these Terms & Conditions, please refrain from using the Application.
19. The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time for any reason without due notice to You. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Application without notice or liability. It shall be the responsibility of the User to check the Terms & Conditions periodically for changes. Your continued use of the Application following the posting of any changes to the Terms & Conditions constitutes acceptance of those changes
20. There is no guarantee or warranty that the Application is free from any virus or other malicious, destructive or corrupting code, program, or macro. No information sent to any User through this Application or available on this Application shall constitute any representation or warranty by Company. The Company does not represent/endorse the accuracy or reliability thereof. All information on this Application is being provided on condition and understanding that the same is not being interpreted or relied on as legal or other professional advice. The Company may at any time (without being obliged to do so) update, edit, alter and/or remove any information in whole or in part and shall not be responsible for all or any actions that may subsequently result in any loss, damage and/or liability. Nothing contained herein is to be construed as a recommendation to use any product or process and Company makes no representation or warranty, express or implied that the use thereof will not infringe any patent, or otherwise.
21. **PRIVACY**

The Company collects certain information from You in order to provide the Services. The Company use of Your personal information is governed in accordance with the Terms & Conditions mentioned herein on the Website and the Privacy Policy available on the Website.

1. **MONITORING OF THE APPLICATION AND YOUR ACCOUNT**

The Company has the right and liberty to monitor the content of the Application at all times which shall include information provided in your account. The monitoring of the Application is important to determine the veracity of the information provided by You and that every User remains in consonance with the Terms & Conditions provided herein. Subject to the Terms & Conditions mentioned herein, the Company shall also have the liberty to remove any objectionable content which is in contravention of the Terms & Conditions herein or share such information with any governmental authority as per procedures laid down by the law for the time being in force in India.

1. **SERVICE SUSPENSION**

The Company may stop providing the Services and may terminate use of it at any time without giving notice of termination to You. Unless the Company informs the User otherwise, upon any termination, (a) the rights and licenses granted to You in these terms will end; and (b) User must stop using the Application forthwith. The Company reserves the right to suspend or cease providing any Service and shall have no liability or responsibility to the User in any manner whatsoever if it chooses to do so.

1. **WITHDRAWAL RIGHT**

You have the right to withdraw from this agreement within seven (7) days without providing any reasons. The withdrawal period is seven days from the date of signing in the Application.To exercise your right of withdrawal, you must notify us at info@mmdapp.co by submitting a clear explanation (in email) regarding your decision to cancel this agreement.

1. **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms & Conditions, You are prohibited from using the Application and the content herein: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Application, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the internet. We reserve the right to terminate your use of the Service or the Application for violating any of the prohibited uses.

1. **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**
2. Notwithstanding anything to the contrary contained herein, neither the Company nor its Affiliates/Subsidiaries, officers, directors, employees, or any related party shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these Terms & Conditions. To the maximum extent permitted by law, You waive, release, discharge and hold harmless the Company, its Affiliates/Subsidiaries, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Application.
3. As a User, You also acknowledge that Company has maintained and carried out all possible checks and balances to assure the credibility of the Users as listed on the Application. The information provided on the Application is based on the information that is provided to the Company. In case the User does not disclose any information to the Company, and the same is not found out at the first instance by the Company despite all measures adopted to certify the ratings or credibility of a User, the Company shall not be responsible for any claims or liabilities. The Company is an Application providing information and the User is entitled to conduct its own diligence before taking any steps to initiate the processes outlined in the Application.
4. YOUR USE OF THE SERVICE AND ALL INFORMATION, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE WEBSITE AND/OR SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE AND/OR SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING OR NONINFRINGEMENT. THE COMPANY MAKE NO WARRANTY THAT: (i) THE APPLICATION / SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE APPLICATION / SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION / SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE APPLICATION / SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY THROUGH OR FROM THE WEBSITE / SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
5. YOU FURTHER AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES/SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ANY RELATED PARTY WILL BE LIABLE FOR ANY HARMS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES/LOSSES, INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE/APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE. THE MAXIMUM LIABILITY OF THE COMPANY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY FOR THE SERVICE.
6. The Company its directors and employees shall accept no liability for any costs, loss or damage arising directly or indirectly (including special, incidental or consequential, punitive, or exemplary) from the your use of the Application or any linked site or inability to use by any party, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, omission, interruption, imperfection, fault, mistake or inaccuracy with this Application, its contents or associated Services, or due to any unavailability of the Application or any part thereof or any contents or associated Services.
7. **INTELLECTUAL PROPERTY RIGHTS**

Nothing contained in the Application should be construed as granting any license or right to use any Trade Marks displayed on the Application. The Company retains all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or via this Application (including all texts, graphics and logos). Users are prohibited from using, modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through the Application for any purpose without written permission of the Company of such or such other parties. The materials on this Application are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without the prior written consent of the Company.

The videos, articles and other content made available on the Application and on third-party websites may be protected by copyright and other applicable laws. Some content may not be reproduced, used to prepare derivative works, distributed, performed publicly or displayed publicly without the written permission of the copyright holder, except to the extent allowed under the "fair use" provisions of the Indian copyright laws, other limitations on exclusive copyrights in the Indian copyright laws. Other content may have re-use permissions attached. Please refer to the website you were visiting when you saved such content for information that may be applicable to such content. You represent and agree that the Application will be used solely for your personal, non-commercial use with respect to content of websites that you have the lawful right to access, and that the Application will not be used in violation of the restrictions posted on the website where such content was published. Some websites include security measures designed to prevent access, and you agree not to take any steps to defeat any such security measures. We do not necessarily monitor any materials posted, transmitted, or saved to or with the Application. By posting, sharing or saving any videos, articles or content, you represent that doing so does not infringe any third party’s copyrights, trademarks, privacy rights or other intellectual property or legal rights of any kind. If notified that any user has posted, shared or saved any information or materials which allegedly do not conform to these Terms and Conditions, we may in our sole discretion investigate the allegation and determine whether to take any other actions, including, but not limited to, whether to remove or request the removal of the information or materials posted, shared or saved by a user. We also reserve the right to terminate the account of any user who transfers or saves content in violation of these Terms and Conditions. We shall have no liability or responsibility to users for performance or non-performance of such activities. You may be subject to civil and criminal penalties, including without limitation monetary damages, if you violate these Terms of Service, or infringe any third party’s legal rights. If you believe that your copyrighted work or trademark has been infringed, please contact us and provide all information relevant to any claim of copyright or trademark infringement. Please contact the Grievance Officer (detailed below).

1. **INDEMNITY**

You agree to indemnify, save, and hold the Company, its Affiliates/Subsidiaries, directors, contractors, employees, officers, agents, and its third-party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Website, any violation by You of these Terms & Conditions, or any breach of the representations, warranties, and covenants made by You herein or your infringement of any intellectual property, copyright or other rights of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material posted/ transmitted by You on the Application. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the Company, including rights to settle, and You agree to cooperate with Company’s defense and settlement of these claims. The Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of these Terms & Conditions.

1. **ADVERTISERS/ THIRD-PARTY LINKS ON THE WEBSITE**

The Company accepts no responsibility for advertisements contained within the Application. The Company has no control over and accepts no responsibility for the content of any website or mobile application to which a link from the Application exists. Such linked websites and mobile applications are provided “as is” for User’s convenience only with no warranty, express or implied, for the information provided within them. The Company does not provide any endorsement or recommendation of any third-party website or mobile application to which the Application provides a link. The Company is also not responsible for the owners or operators of such external links or websites or for any products or services they supply or for the contents of their websites and does not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external websites to which this Application includes a link infringes the intellectual property rights of any third party).

1. **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at Company’s request, You send certain specific submissions (for example contest entries) or without a request from us, You send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that You forward to Us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third-party.

1. **DISPUTE RESOLUTION**

If any dispute, controversy or claim arises out of or in connection with these Terms & Conditions, in which Company is a party (a Dispute), the disputing parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a party gives the other party notice that a Dispute has arisen (a Dispute Notice) and the parties are unable to resolve the Dispute amicably within thirty (30) days of Service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the below terms. Subject to the above clause, all Disputes or differences regarding this Terms & Conditions (agreement) shall be submitted to final and binding arbitration. In the event of such arbitration:

1. All proceedings of such arbitration shall be in the English language. The place/seat of the arbitration shall be Mumbai and the courts of Mumbai shall have exclusive jurisdiction over the arbitration proceedings.
2. The Law governing the conduct of arbitration and the arbitration proceedings shall be the laws of India;
3. The arbitration shall be conducted before a sole arbitrator appointed by Company.
4. Arbitration awards shall be reasoned awards and shall be final and binding on the disputing parties;
5. The existence or subsistence of a dispute between the parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the parties under the agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award; and
6. Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the parties to pursue any other remedy or relief through the arbitration.
7. **GOVERNING LAW**

These Terms & Conditions shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai.

1. **CONTENT ATTRIBUTION CLAUSE**

We acknowledge that the content used in our product/service/Application is not our own and has been sourced from the web. If anyone believes they are entitled to attribution for this content, they may contact us at Grievance Officer details mentioned below to make a claim.

1. **GRIEVANCE OFFICER**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below who can be contacted with respect to any complaints or concerns including those pertaining to breach of Company’s Terms & Conditions, Privacy Policy, and other policies or questions:

Name: Sumeet Tripathy

Email: 7978531880

Address: 3rd Floor, A wing, Vaman Techno Centre, Marol Makwana Road, Andheri East, Mumbai, Mumbai City, Maharashtra, India – 400059

1. **MISCELLANEOUS**
2. **Notices:**

Any notice required to be given to Company under these Terms & Conditions shall be sent by registered mail or recognized courier to the address first set out above.

1. **Force Majeure:**

If the whole or any part of the performance of the respective obligations of the parties hereunder is prevented or delayed by reasons of natural calamities, war, arson, civil disturbance, or such other reasons beyond the reasonable control of a person (each a “**Force Majeure Event**”), then to the extent either party shall be prevented or delayed from performing all or any part of their respective obligations under these Terms & Conditions despite due diligence and reasonable efforts to do so, then such party shall be excused from performance hereunder for so long as reasons of Force Majeure Event continue. A Force Majeure Event shall not affect the payment obligations of the parties unless there is legal bar/embargo to the making of the payments.

1. **Severability:**

Notwithstanding that the whole or any part of any provision of these Terms & Conditions may prove to be illegal or unenforceable, the other provisions of these Terms & Conditions and the remainder of the provision in question shall continue in full force and effect.

1. **No Waiver or Election:**

No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Every right or remedy herein conferred upon or reserved to either party shall be cumulative and shall be in addition to every right and remedy existing at law or equity or by statute and the pursuit of any one right or remedy shall not be construed as an election.

1. **Assignment:**

The right to use the Appliction is personal to You and is not transferable by assignment, sublicense, or any other method to any other person or entity.

1. **Communications**

You hereby consent to receive on your registered email ID /phone number via WhatsApp and/or text and/or email, promotional and marketing communication about various Products, Services and offerings of Company, clients, Affiliates/Subsidiaries or business associates may make available. This will override any DND or DNC services You may have registered for on your phone in the past. You consent to receive service/promotional messages on Whatsapp through Company Payments business accounts.

1. **Disclosures Required by Law**

The Company reserves the right to disclose information when required under applicable law. The Company will disclose such information wherein it has a good-faith belief that it is necessary to comply with a court order, ongoing judicial proceeding, or other legal process served on Company and/or its Subsidiaries / Affiliates or to exercise its/theirs legal rights or defend against legal claims.

1. **ACCESS**

By using this Application, the User agrees to the placement of cookies on their device.

1. **EFFECTIVE DATE**

This Terms & Condition was updated and became immediately effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.