



We, Raprocare Technologies Private Limited, hereby publish this Agreement which govern the access and/ or usage of the Service. This is a legal and binding agreement between you i.e. the user of the Service and the Company by registering for or subscribing to or by accessing or using the Service. You represent, warrant and expressly agree that you are competent to contract and that you will be responsible for complying with the terms of this Agreement. If you do not agree with any or all of the following terms of the Agreement, you should not access or use the Service and any use thereafter shall be unauthorised.

ANY CAPITALIZED WORDS USED HENCEFORTH SHALL HAVE THE MEANING ACCORDED TO THEM UNDER THIS AGREEMENT. FURTHER, ALL HEADINGS USED HEREIN ARE ONLY FOR THE PURPOSE OF ARRANGING THE VARIOUS PROVISIONS OF THE AGREEMENT IN ANY MANNER. NEITHER THE USER NOR THE COMPANY MAY USE THE HEADING TO INTERPRET THE PROVISIONS CONTAINED WITHIN IT IN ANY MANNER.

TERMS & CONDITIONS

1(a) Defined Terms

Unless repugnant to the subject or context, the words appearing herein below shall have the meanings as set forth below:

"Agreement" shall mean this 'terms of use' and shall include the user application form duly completed, its attachment(s) and such other documents that Company may in its absolute discretion add to the Service from time to time.

"Advertisement Panel" means a service offered to a user wherein a graphic image is placed on the Service and used to advertise third party product(s) and/or service(s) of the user and this graphic image is linked to such third party's website.

"Company" means Raprocare Technologies Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 8D, Bengal Eco Intelligent Park, EM Block, Sector V, Kolkata 700091 West Bengal, which is the owner of all rights in the Service, along with its unit for the Company's portal called raprocare.com and where the context so requires, means and includes all Raprocare Technologies Private Limited's officers, directors, employees and subsidiary, associate and affiliate entities, and/or business entities with whom Raprocare Technologies Private Limited enters into a partnership or strategic or financial alliance.

"Date of Termination" means the date when the user's subscription comes to an end, unless terminated earlier by the Company as per the terms herein. It shall be specified by the Company in its notice to the user through e-mail.

"Illegal/Prohibited content" means the content hosted on the Service which is either illegal or prohibited by law or both and includes content which has been specifically set forth in this Agreement as such.

"Mini Web Page" is a platform for users to showcase their products on the Service.

"Party" or "Party(ies)" means the user and/or the Company in reference to the context.

"Registration Data" is the database of all the particulars and information supplied by the user on initial application and subscription, including but not limited to the user's name, telephone number, mailing address and email address.

"Sensitive Personal Data/Information" means such personal information of a user which consists of information relating to:-

- password(s);
- financial information such as Bank account or credit card or debit card or other payment instrument details;
- physical, physiological and mental health condition;
- sexual orientation;
- medical records and history;
- Biometric information; or
- any detail or information relating to the above clauses provided by the user.

Provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Data/ Information for the purposes of the Agreement.

"Service" means the B2B SaaS platform located at e.raprocure.com where all the buyer and vendor related activities will occur and records will be created. Services provided by the Company to the user shall also include the following facilities:

- a. Services to the user who wishes to advertise and gain exposure for their business through Mini Web Page and/or Advertisement Panel through the Service;
- b. Services to the user who wishes to insert advertisements at the Service;
- c. Such other or further services that may be provided by the Company from time to time.

"user" is defined as a person whether legal or juristic, or any body corporate who makes use of the Service in any manner and includes all individuals and/or corporate members/subscribers who use the Service, whether or not for any payment or who obtain a trial membership to use the Service. The term 'user' includes the user's successors and authorized officials of the user's business who have permission to use the Service on behalf of the user.

1(b) Interpretation Number, Gender and Headings

For the purposes of this Agreement, the term 'host, "hosting" or derivatives thereof means and includes hosting, displaying, uploading, modifying, publishing, transmitting, updating and/or sharing of any information.

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and words importing person(s) includes individuals, bodies corporate and unincorporated.

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms and conditions, notices, or the right of use of the Service by the user or any provision hereof in any manner whatsoever.

2. Registration and creation of account

You should at all times while accessing the Service be a registered subscriber of the Service holding a valid account with the Service. You will be required to create an account which will contain your Registered Data i.e. personal information such as your name, email address and mobile number. The registration shall be complete upon entering the one time password (OTP) which shall be sent on the registered email address of the User.

You confirm and warrant that all the Registered Data is accurate in all respects. You also agree to promptly update your Registered Data as necessary so that your data remains accurate at all times.

You are responsible for the security and proper use of your Registered Data and must take all necessary steps to ensure that they are kept confidential and not disclosed to unauthorised people. You are responsible for any use of your account and the Registered Data. It is recommended that you do not share your account details with any third party. Company accepts no liability for any losses or damages incurred as a result of your account details being shared by you or unauthorised access to your account by a third party.

3. Subscription Fee and subscription term

After successful creation of the account, you will be required to pay a subscription fee for accessing the Service depending on one or more of the subscription package options as made available by the Company from time to time. The subscription fees specified for each plan (as per the number of users) are exclusive of applicable taxes. On successful completion of the payment of the subscription fee your registration will become active and you will be granted access to the Service. In certain cases post completion of the payment of the subscription fee your service activation may be delayed due to operational reasons. The subscription plan

opted by you will be applicable for a specified time period which may be a month or quarter or six months or one year or as indicated on the Service. The service shall remain active for the relevant subscription term and shall be discontinued immediately, if not renewed by the user.

In case of revision in the subscription fee for a particular plan for any extension or renewal. Company will give you an advanced notice of such revision whether by way of notification on the service itself or through your registered email or registered mobile number. Your continued use of the Service post such notification upon commencement of renewal shall be construed as express acceptance of the revised subscription fees.

You understand and expressly agree that the subscription fees are non-refundable irrespective of whether the Service has been availed by you or not. Your subscription will continue to remain active till the end of the subscription term, irrespective of when you cancel the Service.

4. Prohibited Content & Consents

- a. The Company DOES NOT permit a user to host, display, upload, modify, publish any information, transmit, update or share OR provide any services or data, information or any Illegal/Prohibited Content. The user hereby represents and warrants that it shall not display, list, upload, modify, publish any information, data or materials and/or transmit or share anything that:
 - i) belongs to another person and to which the user does not have any right to
 - ii) is grossly harmful, harassing, on the basis of gender, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or promoting enmity Between different groups on the grounds of religion or caste with the intent to incite violence.
 - iii) harm minors in any way.
 - iv) contain fraudulent information or makes fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or Illegal/Prohibited items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities.
 - v) infringes any patent, trademark, copyright or other proprietary rights of any party.
 - vi) violates any law for the time being in force.
 - vii) is a part of a scheme to defraud other user(s) of the Service or for any other unlawful purpose.
 - viii) deceives or misleads the addressee about the origin of such messages.
 - ix) communicates any information which is grossly offensive or misleading in nature
 - x) relates to sale of products or Services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secrets or other proprietary right or rights of publicity or privacy, or any other third party rights;
 - xi) impersonates another person.
 - xii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and/or codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information

- xiii) contains any material that constitutes unauthorised advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation.
 - xiv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
 - xv) is in contravention of the Information Technology Act, 2000 and any other law for the time being in force.
 - xvi) opens links directly or indirectly to or include descriptions of goods or Services that are prohibited under the prevailing law; or
 - xvii) Otherwise creates any liability or adverse publicity for the Company.
- b. As a condition of use of the Service, the user warrants that it/they will not use the Service for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by these terms, conditions, and notices including both specific and implied. In addition, the Service shall not be used in any manner, which could damage, disable, overburden, or impair it or interfere with any other party's use and/or enjoyment of the Service. The user shall refrain from obtaining or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.
- c. Listing of counterfeits, non-licensed replicas or unauthorized products is strictly prohibited on the Service. Further no products can be advertised on the Service without the explicit permission from the intellectual property right holder. It is clear inter-alia that all third party intellectual property rights are owned by the third party and not by the Company /its users.
- d. By acceptance of this Agreement, the user hereby agrees that it has obtained all requisite consents, licences, approvals and permissions from all requisite governmental and statutory authorities for the goods and services it shall host/ publish on the Service.

5. Agreement between user and Company

- a. The user understands that the Service is an online platform that enables vendors to list their products and reply to the enquiries of the buyers and the buyers can search vendors for the products and send them enquiries. You agree and acknowledge that Company is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the Service. Accordingly, the contract of sale of products on the Service shall be a strictly bipartite contract between buyers and vendors on the Service. All products listed on the Service are owned/ controlled by third parties. Company neither originates nor initiates the transmission nor selects the sender and receiver of the transmission, nor modifies the information contained in the transmission.
- b. The Services are offered to the user conditioned on the acceptance of the user without modification of the terms, conditions, and notices contained herein. Use of the Service by a user constitutes agreement to all such terms, conditions, and notices. If the user does not agree with any part of the Agreement, these terms, conditions and notices, it/they must not use the Service. Company also reserves the universal right to deny

access to particular users to any/all of its Service without any prior notice/explanation in order to protect the interests of Company and/or other visitors to the Service. Company reserves the right to limit, deny or create different type access to the Service and its content features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

- c. The User understands that the group companies or affiliates of the Company are also entitled to register as vendors in the Service.
- d. Company reserves the right to list its registered users on the Service and as well as on other network portals run by the Company. In case a user does not want to be listed on the Service or on any of our network portals, they can communicate the same to us in writing by sending an email to support@raprocare.com.
- e. Users are advised to exercise due caution while transacting with a prospective buyer or a vendor on the Service. Users must undertake interaction or transaction with organizations and/or individuals located on or through the Service, with reasonable caution and after undertaking thorough diligence on such organization and/or individual. Neither the Company nor its director's, employees, officers or agents shall be liable to any user or otherwise, for any illegal or fraudulent interaction or transaction with organizations and/or individuals located on or through the Service.

6. Amendments/Modification of Terms of Use

The Company reserves the right to change the terms, conditions, and notices under which the Service is offered, including but not limited to the changes associated with the user of the Service and changes on account of legal and/or statutory amendments. The user is responsible for regularly reviewing these terms and conditions and is advised to regularly check for any amendments or updates to the Agreement. All amendments become effective immediately upon posting on the Service.

7. Warranties and Disclaimer

- a. Company has endeavoured to ensure that all the information on the Service is correct, however Company neither warrants nor makes any representations regarding the accuracy or completeness of any data or information contained on the Service. This Company disclaims any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or in connection with the use of the information, data and/or materials contained on the Service.
- b. Company does not make any representation or warranty as to the attributes such as for quality, worth, marketability, etc. of the products proposed to be sold or purchased by the users of the Service. Company accepts no liability for any errors or omissions, whether on its behalf or on behalf of third parties, in this regard.
- c. Company does not make any representation or warranty as to the attributes to legal title, creditworthiness, identity, etc. of any kind, about any product offered, displayed or hosted on the Service. The user is advised to independently verify the bona fides of any particular user that it chooses to deal with on the Service.
- d. The Company does not collect any Sensitive Personal Data/Information of a user.
- e. Company does not have a mechanism to verify the credentials of these enquiries, hence buyers and vendors are advised to exercise due caution in dealing with these

enquiries and finalising business deals. Further, the Company provides no guarantee of any transaction including enquiries to vendors etc.

- f. The Company provides the Service "as is" and without any warranty or condition, express, implied or statutory and specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The user expressly agrees that use of the Service is at its own risk.

8. Subscription Eligibility

The use of the Service is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvent etc. are not eligible to use the Service. A minor i.e. under the age of 18 years, cannot register as a member of the Service. The Company reserves the right to terminate the user subscription and may refuse to provide the user with access to the Service if the Company discovers that the user is under the age of 18 years. The Service is not available to persons whose subscription has been suspended or terminated by Company unless specifically invited by the Company. If the user is registering as a business entity, the user hereby represents and warrants that the user has the authority to bind the entity to this Agreement.

9. Electronic Communications

- a. The user hereby consents to receive communications from the Company electronically. The Company may communicate with the user by email, text messages, Whatsapp or by posting notices on the Service, as more particularly stated in the Privacy Policy. The user hereby agrees that all agreements, notices, demands, disclosures and other communications that the Company sends electronically including by posting on the Service, satisfy the legal requirement that such communication is in writing.
- b. User hereby authorises Company to contact them periodically using mediums like telephone, mailers or any other means, direct or indirect, in regard to their account information, special offers, surveys etc. If a user does not wish to receive calls/other communications from Company or its employees, they must inform Company in writing by sending an email to support@raprocare.com.
- c. All calls made to user by the Company are periodically recorded for internal training and quality purposes only. All updates done by users to their data, by visiting the Service or through verification mailers are recorded for future reference.

10. Platform for Communication

The Service is also a venue where users may interact with one another for their transactions. Company is not and cannot be a party to or control in any manner any transaction between two users of the Service. Consequently:

- a. Company is not responsible for any non-performance or breach of any contract entered into between users. Company cannot and does not guarantee that the concerned users will perform any transaction concluded on the Service. Company shall not and is not required to mediate or resolve any dispute or disagreement between users.

- b. The Company is only providing a platform for communication, and it is agreed that the contract for sale of any of the products shall be a strictly bipartite contract between the vendor and the buyer, respectively. At no time shall the Company have any obligations or liabilities in respect of any such contract. The Company is not responsible for unsatisfactory or delayed performance of any services and/or delayed delivery of goods or damages or delays as a result of items which are out of stock, back ordered or otherwise unavailable to any user. The Company shall not be liable for any product offered on the Service. All goods hosted on the Service are those of the vendors unless otherwise mentioned therein.
- c. The user independently agrees upon the manner and terms and conditions of delivery, payment, insurance etc. with the other registered users or third parties that it may interact with on the Service.
- d. Notwithstanding its reasonable efforts in that behalf, the Company cannot control the information provided by other users which is made available on the Service. The user may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Service. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretences.

11. Breach

Without limiting other remedies, Company shall remove and disable all such content on the Service; may limit the users' activity, immediately remove or end the users listing, warn other users and immediately temporarily/indefinitely suspend or terminate the user's membership, and/or refuse to provide the user with access to the Service if:

- a. User displays any information, data which is illegal or prohibited by any law for the time being in force including but not limited to the Illegal/Prohibited Content.
- b. User is in breach of the Agreement or the documents it incorporates by reference.
- c. Company is unable to verify or authenticate any information the user provides.
- d. It is believed that the user actions may cause legal liability for the user, other users or the Company.
- e. A user puts any material into the Service which contains any viruses, Trojan horses, worms, time bombs or other computer programming or similar routines that may damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- f. A user is unable to produce, when asked for by the Company, a certified copy of a consent, license, approval, permission or similar certification requisite for goods that a user proposes to host/have hosted on the Service.
- g. Any monies payable by the user to the Company are not paid on the due date; or
- h. A complaint is received by the Company from another user or a third party and necessary action to resolve the complaint is not taken within 10 (ten) days by such user.

Company may at any time at its sole discretion reinstate suspended users. User(s) that have been indefinitely suspended may not register or attempt to register with Company or use the Service in any manner whatsoever until such time that such user is reinstated by Company. Notwithstanding the foregoing, if the user breaches the Agreement or the documents it incorporates by reference, Company reserves the right to recover any

amounts due and owing by the user to Company and to take strict legal action including but not limited to initiating criminal proceedings against the user in this regard.

12. Privacy

This Agreement shall be read with the **Privacy Policy**.

13. Confidentiality

- a. All information and data submitted and/or hosted by the user shall become the property of the Company.
- b. The user has access to only his own data and information stored in the database at the Company (subject to prior confirmation of identity) and nothing more. The user may edit or amend such data and information from time to time provided the terms and conditions and this Agreement are complied with.
- c. All confidential information (including name, e-mail address etc.) voluntarily revealed by the user is done at the sole discretion and risk of the user. If such information is collected by a third party using the Service and misused or results in unsolicited messages from such third parties, then such actions are beyond the control of the Company and the Company accepts no responsibility or liability whatsoever for such actions.
- d. The Company does not require a user to disclose to its employees and/or other user's any Sensitive Personal/Confidential Information on the Service.
- e. The user is cautioned not to reveal any Sensitive Personal/Confidential Information to third parties on the Service.

14. Ownership of Intellectual Property

All copyright and/or know-how and/or any other intellectual property rights including any patents, trademarks, service marks, copyrights, database rights, trade names, brand names, trade secrets, design rights and similar proprietary rights in relation to any of the Services of the Company shall become and remain the sole and exclusive property of the Company and the user shall have no claim to the same. In the event the user has contributed to any content in any manner whatsoever on the Service, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights therein and the user shall have no right or claim over the same. In the event that the user during the term of this Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to such legal and remedial action as it is best advised as per applicable law at the risk and costs of the user.

15. Waiver and Severability

The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be invalid and/or determined to be invalid or unenforceable in (whole or in part) by a court of competent jurisdiction, the Parties agree that the Court shall endeavour to

give effect to the Parties' intentions as reflected in the provision, and all the other provisions of this Agreement shall remain in full force and effect.

16. Limitation of Liability

- a. In no event shall the Company be liable for:
 - i. any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages) arising out of or in connection with the Service or this Agreement (however arising, including negligence); and/or
 - ii. any delay or failure or disruption of the content or services delivered through the Service resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, server failure, internet failures, computer telecommunications or any other equipment failures, electrical power failures, strike, labour disputes, riots, insurrections, civil disturbances, shortage of labour or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, order of domestic or foreign courts or tribunals or non-performance of third parties or other force majeure condition.
- b. The Company, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Service or that the operation of the Service will be error free and/or uninterrupted. All such warranties, representations, conditions and undertakings are hereby excluded. You agree that your access to the Service is at your sole risk and at your free will. The Service and all content contained therein are distributed and transmitted by the Company on an as-is and as-available basis.
- c. If you are dissatisfied with the Service or with this Agreement, your sole and exclusive remedy is to discontinue accessing or using the Service.
- d. User(s) acknowledge that inability to use the Service wholly or partially for whatever reasons may have an adverse effect on its business. The Company assumes no liability whatsoever for any monetary or other damage suffered by the user including on account of any one or more of the following:
 - i. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Service.
 - ii. The use or inability to use the Service;
 - iii. Any interruption or errors in the operation of the Service.
 - iv. Any unauthorized access by third parties (or user's) to data or sensitive Personal
 - v. Data/Information or other private information of a user.
 - vi. Any false, misleading or incorrect data or information hosted on Service by a user or false, misleading or incorrect statements or conduct of a user.

- vii. Any violation of third party rights or claims or demands whatsoever in relation to the products hosted on the Service
 - viii. Any matters relating to Service however arising, including negligence.
- e. Notwithstanding anything contained herein, the Company's liability in any and all circumstances shall be limited to the lesser of the amount of fees and/or charges paid by the user or Rs. 500 /- (Indian Rupees Five hundred).

17. Indemnity Clause

The user admits and acknowledges that:

- a. The Company cannot take responsibility or control the information provided by the users, which is made available on the Service as the Company has provided information, display of the products of the user on its Service in good faith and solely based on representations of the user, which the Company has no reason to disbelieve.
- b. The user shall be solely and exclusively responsible in respect of all or any liability arising out of any sale of any product/services and/or consequent to any display of any product or its description and features as the Company has only provided the link to the user and nothing more.
- c. The Company in no way may be held liable for user provided information that may turn out to be offensive, harmful, inconsistent, inaccurate, or deceptive.
- d. The Company has no obligation to monitor the information, products and/or materials posted on the Service although the Company shall at its sole discretion and without assigning any reason whatsoever shall have the right to remove or edit any content or information that in its sole discretion violates or is alleged to violate, any applicable law, rules or regulations or the spirit or letter of this Agreement. Notwithstanding this right, the user remains solely responsible for the content, information, product, service or the materials uploaded on the Service.
- e. The user has represented that it has all rights in the products and service and the content provided on the Service in respect of the products or service does not and shall not infringe any applicable law, rules or regulations and does not infringe the trademark, copyright and/or the patents or any other proprietary or any other rights of any third party in the said product or service and such product, service or its content does not contain libelous, tortious, or any unlawful information in any manner whatsoever.
- f. The Company has the right to advise the prospective guest/client to exercise caution and display a disclaimer in respect of the fact that the Company has no liability of any kind or nature whatsoever and is not promoting or endorsing any product or service and that the Company is only giving the uploading rights to the user to upload its product or service and its contents on the Service and that the Company shall not be responsible or liable for the quality, quantity, description, content and/or other information in respect of the product and/or service.

The user further hereby indemnifies and keeps the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company harmless and indemnified against any costs, damages, liabilities or other consequence of any of the actions taken by any

person in respect of any product or service sold or displayed and/or in respect of any contents of the said product including on account of any of the factors mentioned in the foregoing sub-paragraph (a) to (f) above or breach of any applicable laws or breach of any terms of this Agreement and Privacy Policy or your violation of any third party right including without limitation any publicity, privacy or intellectual property rights or Any fraud, negligence or misconduct on your part.

The user further undertakes that if the Company were to incur any cost/loss/penalty etc. on account of any act or deed of the user or their clients in relation to the display or sale of any product or its contents etc. than the user shall indemnify the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company indemnified and harmless against any such cost/loss penalty etc.

Without prejudice to the aforesaid, Company reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you in which event you will fully cooperate with the Company in asserting any available defenses. This indemnification obligation will survive the expiry or termination of this Agreement and your use of the Service.

The user further undertakes that if the Company is made a party to any of the litigation by any person or in any proceeding initiated by any Government agencies than the user shall indemnify the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company in respect of any cost or expenses incurred in defending any such action and the user shall without demur reimburse the cost, expenses to the Company as is demanded by the Company from the user.

18. Notices

Except as explicitly stated otherwise, all notices to the Company shall be given by the user by postal mail to Legal Department, Raprocare Technologies Private Limited., 8D, Bengal Eco Intelligent Park, EM Block, Sector V, Kolkata 700091 West Bengal or e-mail to: - support@raprocare.com (in the case of the Company) or to the email address the user provide during the registration process (in case of the user). Notice shall be deemed given 24 hours after email is sent, unless the sending Party is notified that the email address is invalid. Alternatively, the Company may give the user notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 (three) days after the date of mailing.

19. Relationship of the Parties

It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between the Company and any user.

20. Suspension and Reinstatement

- a. Without prejudice to any other rights or remedies that may be available to it, the Company may suspend all services provided, remove and/or disable any and all user hosted data and content and/or limit access rights of a user for a breach or violation as is set forth herein.
- b. User hereby authorises Company to remove and/or disable user hosted data and/or content or to limit services to a user against whom a complaint is received, which remain unresolved or is not amicably settled with thirty (30) days of the date of the complaint by the aggrieved user.
- c. When the Service subscribed for is suspended without remedy for more than 45 (forty five) days, the Company shall have the option to terminate the subscription of the user and the consequences set forth in the termination clause stated below shall follow.
- d. The Company may at its discretion and subject to such terms as it deems proper, reinstate a user and/or user hosted data and restart a Service.
- e. User agrees, acknowledges, understands and confirms that the Company shall not be obligated to refund any amounts including the subscription fee paid by the user for any reason whatsoever.

21. Termination of Agreement

- a. The user hereby agrees that Company, in its sole discretion, has the right (but not the obligation) to delete or deactivate a user account, block its email or IP address from the Service, or otherwise terminate its access to or use of the Service (or any part thereof) immediately and without notice, and remove any content hosted within the Service for any reason, including, without limitation, if Company believes that the user has acted inconsistently with this Agreement. Further, the user agrees that Company shall not be liable whether for refunds or otherwise, to the user or any third-party for any termination of the users access to the Service. The user agrees that it shall not attempt to use the Service after the Date of Termination.
- a. If the Company terminates user(s) membership, user(s) will not have the right to re-enroll or join the Service under a new account or name or an alias unless formally invited to do so by the Company. Notwithstanding any contained herein, no subscription charges will be refunded to a user in case of termination.

22. Liabilities upon Termination

- a. Without prejudice to any rights or remedies available to the Company, the user shall upon termination of the Agreement be liable for payment of any balance fees or charges payable until the Date of Termination.
- b. The amounts due and payable to the Company by the user upon termination shall be payable within 30 (thirty) days of the Date of Termination.

23. Governing Law and Jurisdiction

- a. This Agreement and any dispute or matter arising out of or in connection with and/or incidental to the use of the Services shall be governed by the laws of India without regard to its conflict of laws provisions.

- b. The user and the Company hereby irrevocably submit to the sole and exclusive jurisdiction of the courts at Kolkata, India.

This Agreement is an electronic record in terms of the Information Technology Act, 2000 and the provisions pertaining to electronic records in various statutes amended by the Information Technology (Amendment) Act, 2008, and such other applicable amendments, from time to time. This Agreement is generated by a computer system and does not require any physical or digital signatures.