

By using and/or accessing the RenewalHelp Website and/or the RenewalHelp App, you agree to be bound by and comply with this Agreement. If you do not accept this Agreement, please immediately discontinue your use of and/or access to the RenewalHelp.

## **1. DEFINITIONS AND INTERPRETATIONS**

### **DEFINITIONS**

In this Agreement, the following words and expressions shall have the following meanings: -

1.1 "Account" shall mean the account opened by you or the User after making successful payment to avail the RenewalHelp Services and shall include his or her Used Id and other login details;

1.2 "RenewalHelp" means it's an innovative web-based application available at RenewalHelp.com innovated to assist you to organize, maintain and retrieve relevant information through the reminders;

1.3 "RenewalHelp Mobile Application or RenewalHelp website" means the software application called RenewalHelp ' and any upgrades to it from time to time, provided by A R Corporation to offer you the RenewalHelp Services, which you may use on a mobile device;

1.4 "RenewalHelp Services" means the Services provided by RenewalHelp Mobile Application, the RenewalHelp.com Website;

1.5 "RenewalHelp.com Website" means the Internet website at (or such other address which may be prescribed by us at any time which is similar or associated to such website) and the contents available on such website (including the RenewalHelp Services);

1.6 "Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the RenewalHelp Services and referable to your User Generated Content or "UGC" / Account, from you or purporting to come from you;

1.7 "Payment" means a Transaction which effects a transfer of money;

1.8 "Payment Method" means method of effecting Payment;

1.9 "Payment Method Provider" means the party providing and/or facilitating the Payment Method (for example, banks and payment gateways);

1.10 "Subscription Amount" means an amount of money you have agreed to pay to receive the services or products from renewalhelp.com

1.11 "Third Party sites and services" shall mean a party not signing this present Agreement or links to other Internet websites or online and mobile services provided by independent third parties, including websites of our advertisers and sponsors, either directly or through frames.

1.12 "You"/ "User" shall mean the end user accessing the RenewalHelp.com Website, its contents and or using the Services offered through the Website;

1.13 "User Generated Content" means any personal or log-in details including your passcode, description, expiry date, contact number, set reminder, documents uploaded and other interactive features that allow interaction between users and between and Renewalhelp and other codes and access procedures for use in connection with use of and/or access to the RenewalHelp Services including log-in details for the Renewalhelp.com Website and Renewalhelp Mobile Application passcodes;

## **2. RENEWALHELP SERVICES**

RenewalHelp provide the complete renewal and reminders and sends automatic reminders to you for renewal of the various items you saved in the solution. It's an automatic reminder service make available through the RenewalHelp.com website and RenewalHelp App.

## **3. RENEWALHELP APPLICATION**

3.1 You may download the RenewalHelp Mobile Application onto your mobile device and are entitled to choose the passcode which you will use to access your User Code on your mobile device.

3.2 You agree that you are solely responsible for maintaining the confidentiality of your passcode, and may not claim against us for any loss or damage resulting from your failure to do so.

3.3 You agree that the RenewalHelp Mobile Application downloaded onto your mobile device will only be used to effect Transactions for yourself.

3.4 By creating a passcode, you agree to store your data information, account numbers, Information on your mobile device to your passcode.

3.5. If you lose your passcode and/or access to the RenewalHelp Mobile Application downloaded onto your mobile device, RenewalHelp cannot retrieve your passcode for you. You may however

create a new passcode.

#### 4. EXCLUSIONS AND LIMITATIONS

4.1 We do not represent or warrant that access to our site or any part of it will be uninterrupted, reliable or fault free.

4.2 We do not represent or warrant to you that our site or any of its contents will be accurate, complete or reliable.

4.3 To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of:

4.3.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site or any information on our site;

4.3.2 the unavailability of our site (or any part of it), or services;

4.3.3 any delay in providing, or failure to provide or make available, services or any negligent provision of services;

4.3.4 any services not being of merchantable quality or fit for their intended purpose; or

4.3.5 any misrepresentations on or relating to our site, the goods or the services (other than a fraudulent misrepresentation made by us or on our behalf).

4.4 Unused credits will expire one year (365 days) from the moment of purchase.

4.5 Our maximum liability to you or your business in respect of your use of our site or any services we provide or make available to you through or in relation to our site will be the amount of any fees paid by you or on behalf of your business during the year in which the liability arose. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property.

4.6 You agree that each of these limitations is reasonable having regard to the nature of our site and in particular given that when you purchase services through our site you may enter into a separate contract with the supplier in each case.

4.7 None of the exclusions or limitations in this clause 4 shall exclude or restrict our liability for death or personal injury caused by our negligence.

4.8 None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such cases our obligation, where permitted by law, will be limited to the re-supply of our site, services to you.

4.9 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

## **5. PAYMENTS**

### **5.1 Payment Details**

5.1.1 Payment may be effected through any Payment Method we make available to you.

5.1.2 RenewalHelp reserves the right at any time to modify or discontinue, temporarily or permanently, any Payment Method without notice to you or giving any reason.

5.1.3. You agree that you are subject to the applicable user agreement of your Payment Method.

5.1.4. You may not claim against us for any failure, disruption or error in connection with your chosen Payment Method.

5.1.5 RenewalHelp will use the services of quality third party payment service providers to process your payment.

### **5.2 Pricing**

5.2.1 The subscription price will be made clear to you on our sign-up pages or otherwise during the sign-up process and may vary from time to time, by region or by country.

5.2.2 You agree to pay the fees at the rates notified to you at the time you purchase your subscription. Subscription on RenewalHelp is on the yearly basis. RenewalHelp however may choose to offer fixed term or fixed payment frequency offers from time to time.

5.2.3 The currency in which your subscription is payable will be specified during the order process, depending upon the service and your country of residence.

5.2.4 We may change our fees at any time. When applicable, we'll give you advance notice of these fee changes via services. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by cancelling the subscription before your next payment date.

### **5.3 Local Taxes and additional Cost**

5.3.1. All subscription charges are inclusive of applicable central, state, local or other taxes ("Taxes"). You're responsible for all applicable Taxes, and we'll charge Taxes in addition to the subscription for the Services when required to do so.

5.3.2 In addition to any subscription fees you pay, you are responsible for payment of any internet connection service charges and / or other telecommunications charges that may incur by or during accessing the services or using our services available on it.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. All the intellectual property rights in and to the contents of the RenewalHelp.com and RenewalHelp Services are owned by or licensed for use by A R Corporation. You may not reproduce, distribute, publish, modify, display, broadcast or transmit in any manner or store in an information retrieval system any part of the contents without our prior written consent.

6.2. The trade and service marks displayed on the RenewalHelp.com and Renewal App are the sole and exclusive property of A R Corporation, the relevant Participants or other relevant third parties. You do not have any right or license for any reproduction or use of any such trade and service marks.

6.3. Any third party software application you use via the RenewalHelp.com and Renewal App is subject to the user agreement of the third party. RenewalHelp does not own, control nor have any responsibility or liability for any third party software application you use on the RenewalHelp.com and Renewal App and/or in connection with RenewalHelp Services. You may not claim against us for any loss or damage resulting from such use.

## **7. USER CODES**

You agree that you are solely responsible for maintaining the confidentiality of the User Codes, and may not claim against us for any loss or damage resulting from your failure to do so.

## **8. HYPERLINKS**

8.1 For your convenience, the RenewalHelp and/or the RenewalHelp Services may include, refer to or make available hyperlinks to other relevant terms and conditions, subscription services pages, other third-party websites or content (including that of the Payment Method Providers). The Third party linked websites or content are not under our control and we are not responsible for the contents of or the consequences of accessing any such linked website, nor for any goods or services provided through any such linked websites.

8.2. Any hyperlinks to any other websites or content are not an endorsement or verification of such

websites or content. You agree that you use and/or access such linked websites or content entirely at your own risk.

## **9. TERMINATION**

9.1 We may terminate this Agreement at any time, without prior notice to you or giving any reason. Where we have not given prior notice, we shall as soon as practicable notify you of such termination by any notification method we choose. Such termination shall be effective on and from the date we specify in the notice to you.

9.2. Termination will not affect any rights or obligations accrued prior to the date of termination. You will still be responsible for any Transaction or Payment authorised or purportedly authorised by you prior to the date of termination.

9.3. Any provision of this Agreement capable of having effect after the termination of this Agreement shall remain in full force and effect following the termination of this Agreement.

## **10. PRIVACY POLICY**

10.1. We will comply with all applicable data protection laws on protecting personal data (as defined in the clause no. 1.13 User Generated Content) that we receive in connection with the use of the RenewalHelp.com and/or the Renewalhelp App Services.

10.2. Your personal information is covered by our Privacy Policy which is deemed to be part of this Agreement.

## **11. GOVERNING LAW**

11.1. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the Indian Courts at Pune only.

11.2 All disputes arising out of or in connection with this Agreement shall be attempted to be settled within (30) thirty days following the day of written notification of the dispute by either Party.

11.3 If the dispute is not so resolved amicably within thirty (30) days of written notification of the dispute, the Parties shall immediately sign a document marked “without prejudice”, containing

information on what has been agreed and what remains in dispute between them on the date at which the negotiations failed. Hereafter either Party may initiate arbitration proceedings.

11.4 Subject to the right of a Party to seek injunctive relief, the dispute shall be resolved through binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The place of arbitration will be Pune and shall be presided over by a single arbitrator chosen by mutual consent of both the parties under the Arbitration and Conciliation Act, 1996 (including any statutory modifications and substitutions made thereto). Where the single arbitrator is not agreed upon between the Parties within fifteen days from the date at which the negotiations failed, the arbitration shall be conducted by three arbitrators with both Parties hereto shall be entitled to appoint one arbitrator each and the appointed arbitrators to appoint an additional arbitrator. If the Parties cannot (within fifteen (15) days from the initial request by one Party to the other) agree on the selection of a third arbitrator, such arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Any award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in any court of competent jurisdiction. The arbitrator(s) shall not have authority to award attorneys' fees or costs to either Party, or each Party shall accordingly bear its own attorneys' fees, costs and expenses incurred in the resolution of any dispute under this Agreement.

## **12. NOTICE**

Unless otherwise expressly stated in these terms and conditions, payment policy or privacy policy, all notices from you to us must be in writing and sent to **Contactus@renewalhelp.com** and all notices from us to you will be displayed on our website or sent by email from time to time.

## **13. LIMITATION OF LIABILITY**

13.1 You expressly understand and agree that RenewalHelp shall not be liable for any direct, 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 RenewalHelp has been advised of the possibility of such damages), resulting from;

13.1.1 The use or the inability to use the site;

13.1.2 The cost of procurement of substitute services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the site;

13.1.3 Unauthorized access to or alteration of your transmissions or data;

13.1.4 Statements or conduct of any third party on the site;

13.1.5 Any other matter relating to the site.

13.2 Renewal Help including its affiliates and their respective owners, directors, partners, officers, agents aggregate and total liability (whether in contract, tort, negligence, under an indemnity, or by statute or otherwise) shall not exceed INR 1,000/- (Rupees One Thousand), subject to applicable law and awarded by the competent court or Arbitrator.

## **14. INDEMNITY**

Upon a request by RenewalHelp, you agree to defend, indemnify, and hold harmless RenewalHelp, all of its affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, which arise from your use or misuse of the Site. RenewalHelp reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with RenewalHelp in asserting any available defences.

## **15. REFUND POLICY**

The payment of service is taken in advance on prepaid basis and is non-refundable. There will be no refunds or credits for partial months or partial prepaid credits of service, or refunds for months or of prepaid credit unused with an open account.

## **16. REVIEWS AND OTHER COMMENTS**

You may have the opportunity to submit, post, and share content such as reviews, ratings, messages, feedback, or comments through the RenewalHelp Services ("Reviews"). Any and all Reviews you post on website, it must represent your accurate opinions and experiences and must not be purposefully false or otherwise injurious to any third parties. When posting a Review, you may not use false identification, such as by providing a false email address, or otherwise include misleading information in the Review, including without limitation regarding the origin of any of your User Content



