

## Welcome to Pawfecto!

These Terms & Conditions ('T&C' or 'Terms') govern your use of Pawfecto and the products, features, apps, services, technologies and software that we offer (the Products), except where we expressly state that separate Terms (and not these) apply.

These Terms and the Data Policy together constitute a legal agreement ("Agreement") between you and Pawfecto in connection with your visit to the app and your use of the Services (as defined below).

(Note : If you wish to pose any questions and/or file a complaint that relates to our Privacy Policy or these T&C we kindly request that you contact us at [pawwfecto@gmail.com](mailto:pawwfecto@gmail.com) . We will use our reasonable endeavours to address any complaint you may have as soon as possible.)

The Agreement applies to you whether you are -

A shelter (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the App, including pet details, pet events, donations, lost and found pet service or any other service provider in connection with pets as well as strays ("Service Provider(s)", "you" or "user"); or

Otherwise a user of the app and the services provided there in ("you" or "User").

This Agreement applies to those services made available by Pawfecto on the app or application, which are offered free of charge to the Users ("Services"), including the following:

*For other Users: Facility to*

- (i) show interest in adoption of a pet,
- (ii) provide accurate and legal information in registration forms,
- (iii) register for events,
- (iv) report any lost pets with accurate information,
- (v) report homeless pets to legally verified shelters,
- (vi) search for Shelters providers by name, specialty, and geographical area, or any other criteria,
- (vii) access emergency information including ambulances, both for pets as well as strays and,
- (viii) be a part of the pawfecto – a community enabling timely access to help animals in need of care,

Please read the T&C carefully before accessing, using or obtaining any materials, information, products or services. By downloading or accessing the Pawfecto app, mobile or tablet applications, or any other feature or other Pawfecto platform, you agree to be bound by the T&C and our Privacy Policy. If you do not accept all the provisions of the T&C and/or Privacy Policy, you may not use Our App or Services.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- The Indian Contract Act, 1872,
- The (Indian) Information Technology Act, 2000, and
- All other rules, regulations, guidelines and clarifications framed there under

This Terms and Conditions (“T&C”) provides the terms governing the use of Pawfecto products and services, by any User.

## PART I

### 1. DEFINITIONS:

The following terms have the following meanings:

i. “Affiliate” means, in relation to either Party, any entity: (a) which is owned more than 50% by that Party; or (b) over which that Party exercises management control; or (c) which is under common control with that Party; or (d) which owns more than 50% of that Party's voting securities.

ii. “Confidential Information” means any non-public information disclosed by one Party to another Party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should be considered, or is reasonably obvious to be confidential information, in all cases including, but not limited to, information regarding Pawfecto's technology, strategy, operations, finances, sales, supply chain, transactions, customers, sources of supply, and information maintained in Pawfecto's internal-only documentation or apps.

iii. “Intellectual Property Rights” means all worldwide common law or statutory: (a) patents, patent applications, and patent rights; (b) rights associated with original works, authorship, moral rights, copyrights and all their exclusive rights; (c) rights relating to the protection of trade secrets and Confidential Information; (d) rights associated with designs, industrial designs and semiconductor design; (e) trademarks, service marks, logos and any associated branding features; (f) rights analogous to those rights set forth above and all other industrial or intellectual property rights; and (g) registrations, provisionals, continuations, continuations-in-part, renewals,

reissues, reexaminations and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

iv. “Personal Data” means any information relating to a natural person that can be used, directly or indirectly, to identify such person (for example, an identification number or other data specific to a person’s physical, physiological, mental, economic, cultural, or social identity).

v. “User” means any person that accesses [www.bluecrossofindia.org](http://www.bluecrossofindia.org) and avails the services of Pawfecto.

Notwithstanding the above, Pawfecto and User may be referred to in singular as “Party” and in plural as “Parties”, as the context may require.

## 2. WARRANTIES:

### i. Representations and Warranties:

Pawfecto, User represent and warrant that:

(a) entering into and fully performing its obligations under this T&C does not and will not violate any agreement or obligation existing between themselves and any third party;

(b) It will ensure that the services are provided in accordance with all applicable laws, regulations, and industry standards of care regarding the services being provided including but not limited to all applicable laws;

(c) All necessary releases, consents, rights, licenses, representations, warranties and assignments necessary for performance of the services, have been obtained;

(d) As on the Effective Date, there are no litigations or claims of material nature, which may detrimentally affect any Party’s ability to provide Services under this T&C.

### ii. User’s Representations and Warranties:

The Users represent and warrant that they would not -

(a) post any content, upload, make any email or other communication, or otherwise transmit or make available anything that is illegal, unlawful, libellous, defamatory, abusive, obscene, discriminatory, or otherwise objectionable.

(b) Use Pawfecto's app or services for any purpose or in any manner that violates any law, rule, or regulation.

(c) Misrepresent their identity, or any facts about themselves or their background, or any facts about any other person, entity, or event, including but not limited to the use of a pseudonym, or misrepresenting their current or previous positions and qualifications, or misrepresenting their affiliations with any person or entity, past or present.

(d) post any content, upload, make any email or other communication, or otherwise transmit or make available anything that they do not have the right to disclose, including anything they are prohibited from disclosing under any law, contract, or fiduciary relationship (such as insider information, or proprietary or confidential information learned or disclosed as part of an employment relationship or under a nondisclosure agreement).

(e) post any content, upload, make any email or other communication, or otherwise transmit or make available anything that violates the rights of any person or entity, including without limitation anything that infringes upon any patent, trademark, trade secret, copyright or any other proprietary or intellectual property right.

(f) post any content, upload, make any email or other communication, or otherwise transmit or make available any advertising, promotional materials, junk mail, spam, pornography, chain letters, pyramid schemes, or any other form of solicitation, advertising, marketing, or promotion. This prohibition includes but is not limited to: a) using Pawfecto invitations to send messages to people who do not know them or who are unlikely to recognize them as a known contact; b) using Pawfecto to connect to people who do not know them and then sending unsolicited promotional messages to those direct connections without their permission; and c) sending messages to distribution lists, newsgroup aliases, or group aliases.

(g) post any content, upload, make any email or other communication, or otherwise transmit or make available anything that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

(h) stalk or harass anyone.

(i) forge headers or otherwise manipulate identifiers in order to disguise the origin or destination of any communication.

(j) post content in fields that aren't intended for that content.

(k) interfere with or disrupt any services or servers or networks connected to our app and services, or disobey any requirements, procedures, policies or regulations of networks connected to our app and services.

Further the Users represent & warrant:

(l) That they agree not engage in personal attacks, flames, or profanity, nor make offensive comments or judgments; disagreement is permissible and sometimes necessary, but attacks are unacceptable.

(m) That they agree not to post comments that could be construed as sexist, racist, homophobic, intolerant, or demeaning by any individual based on gender, age, disability, politics, religion, or sexual orientation.

(n) That they agree not to use access to this community to market any products or services or otherwise engage in any form of solicitation.

(o) They agree not to proselytize spiritual or religious beliefs or promote political candidates or causes.

### PART III

#### 3. CONFIDENTIAL INFORMATION:

(a) Confidentiality Obligation. Confidential Information of a Party (the "Disclosing Party") will be held in confidence by the other Party (the "Recipient") and will not be disclosed to any third party or otherwise made public without the Disclosing Party's prior written consent or as expressly provided in this T&C.

(b) Restrictions on Use of Confidential Information. The Recipient will: (a) not use the Confidential Information for any purpose other than in the performance and fulfillment of the Recipient's obligations or in the exercise of the Recipient's rights under this T&C; (b) take all reasonable and necessary steps to ensure that its employees, principals, officers, agents, contractors, representatives, Affiliates, and any and all other persons or entities who have access to Confidential Information through Recipient, comply with the Recipient's obligations pursuant to this Section; (c) disclose any of the Disclosing Party's Confidential Information in response to a valid court order or other legal process, only to the extent required by that order or process and only after the Recipient has given the Disclosing Party written notice in any case no less than twenty (20) days of such court order or other legal process promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, if the Disclosing Party so

requests); and (d) return all the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, by no later than fifteen (15) calendar days after such request or when Recipient no longer needs Confidential Information for its authorized purposes.

(c) Exceptions. The foregoing obligations apply to all Confidential Information of the Disclosing Party, unless and until such time as the Recipient can demonstrate with competent evidence that: (a) such Confidential Information is or became generally available to the public, through no fault of the Recipient and without breach of this T&C; (b) such Confidential Information is or was already in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (c) such Confidential Information is or has been lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient; or (d) the Recipient can prove that such Confidential Information was developed independently by the Recipient without access to, use of or reference to the Confidential Information disclosed by the Disclosing Party.

#### 4. REMEDIES:

If either any Party breaches any representation or warranty made in Part II, the said Party will, at its own expense, promptly repair or replace the defective or non-conforming part of the services or re-perform the services. If such prompt repair, replacement or re-performance is not possible, the said Party will notify the other Party in writing and the latter Party may elect at its sole option to: grant an extension of time, in writing, for the former Party to correct the nonconformity at the former Party's expense, and re-perform the services or terminate their relationship.

#### 5. DISCLAIMER:

Except as provided in this T&C, the Parties make no other warranties, express or implied, including any implied warranties concerning merchantability or fitness for a particular purpose.

#### 6. INTELLECTUAL PROPERTY:

Pawfecto, the Pawfecto logo, and other Pawfecto logos and names are trademarks and/or service marks of Pawfecto Corporation. The User agrees not to display or use these trademarks and/or service marks in any manner without prior written permission of Pawfecto. The User also agrees not to remove or modify any Pawfecto copyright, patent or trademark notices or any Pawfecto trademarks from any Pawfecto app page or other electronic or hardcopy materials in which such notice or trademark is present.

The User shall not do any of the following: (i) copy or reproduce, whether in paper or electronic or other media, any Pawfecto products or services (or any part of them); (ii) modify any

Pawfecto products or services or materials except for the data fields or prompts designed for input of data; (iii) create any derivative works of any Pawfecto products or services or materials; (iv) sell, lease, or sublicense any Pawfecto products or services or materials, (v) make any Pawfecto products or services or materials publicly available through a app site or other means; (vi) display or allow access to or use of any Pawfecto products or services or materials by persons or at facilities other than as authorized under an agreement with Pawfecto; (vii) use any Pawfecto products or services or materials in a way that would violate a law or regulation or that would be contrary to its intended use; (viii) decompile disassemble, reverse engineer, modify or enhance any Pawfecto products or services or materials; or (ix) refer to or otherwise use any Pawfecto products or services or materials as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of any Pawfecto Products and Services or materials.

Pawfecto may utilize rules and controls to protect the security of its products or services and the online system through which they may be delivered, and the User agrees to comply therewith. These rules and controls are intended to protect Pawfecto's proprietary works, intellectual property, and other rights and interests. The User's violation of any provision of this T&C, including but not limited to any security rules or controls, is a material breach of this T&C, and Pawfecto may, in addition to any other legal remedy, immediately cease providing any or all Pawfecto services. The User acknowledges that circumvention of any access controls is also a violation and Pawfecto may take any action permitted by law or equity to enforce its rights thereunder or otherwise. All rights and remedies provided to Pawfecto in this or any other part of this T&C are cumulative and are in every case in addition to all other rights and remedies provided to Pawfecto under law, equity, or otherwise.

## 7. LIMITATION OF LIABILITY:

The User expressly agrees that Pawfecto shall not be liable for any damages, including but not limited to any direct, indirect, compensatory, punitive, 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 Pawfecto knew of the possibility of such damages). Some jurisdictions may not allow the exclusion or limitation of liability for certain types of damages. Accordingly, some of these limitations may not apply to the User.

## 8. INDEMNIFICATION:

By accepting this T&C, the User agrees to indemnify and otherwise hold harmless Pawfecto, its subsidiaries and affiliates, and their officers, directors, employees, independent contractors, agents, subsidiaries, affiliates and other partners from any damage, whether direct, indirect, compensatory, punitive, incidental, special, consequential, exemplary or otherwise resulting from: i) the User's use of any Pawfecto services; ii) unauthorized access to or alteration of

Pawfecto's communications with or through any Pawfecto services, iii) any other matter relating to any Pawfecto services; iv) any personal or business dealings, activities, interactions, or transactions that may occur between users; v) the User's failure to perform its obligations under this T&C or in the event of any misrepresentation by the User.

#### 9. DISCLOSURE:

Without limitation of the terms of Pawfecto's Privacy Policy, the User agrees that Pawfecto may disclose Personal Data if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this T&C, or protect the rights, property, or safety of Pawfecto, its users, or the public.

#### 10. TERM AND TERMINATION:

By Pawfecto: User agrees that Pawfecto may, at any time, with or without cause, and without notice, suspend or terminate the User's access to any or all services. Without limiting the foregoing, the following may, at the discretion of Pawfecto, lead to a termination of the User's use of Pawfecto's services: (a) breach of this T&C or any other agreement, policy, rule, or guideline, (b) request by law enforcement or other government agency, (c) technical issues or problems, or (d) extended periods of inactivity. Furthermore, the User agrees that any suspension or termination, partial or full, shall be made in Pawfecto's sole discretion and that Pawfecto shall not be liable to the User nor to any third-party for any suspension or termination of User's access to Pawfecto's services.

#### 11. COMPLIANCE WITH LAWS:

Recognizing the global nature of the Internet, the User agrees to comply with all applicable international, national and local laws, rules, and regulations, including but not limited to those regarding online conduct and acceptable content. User shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations.

#### 12. INFORMATION PROVIDED ON THE app:

In the course of using any Services, a User may provide information about themselves that may be visible to certain other users. User understand that by posting materials on the Pawfecto site or otherwise providing materials to Pawfecto, the User is granting Pawfecto a royalty-free, world-wide, perpetual, irrevocable license to use this information in the course of offering their Products and Services. Furthermore, User understands that Pawfecto retains the right to reformat,



excerpt, or translate any materials submitted by the User. The User understands that all information publicly posted or privately transmitted through any of Pawfecto's services is the sole responsibility of the person from whom such content originated and that Pawfecto will not be liable for any errors or omissions in any content, or otherwise with respect to any content.

#### 13. NO CRAWLING, COPYING, SIMULATING, OR INTERFERING:

Use of manual or automated software, devices, or other processes to crawl or spider any app pages contained in Pawfecto app is prohibited. The users agree not to monitor or copy, or allow others to monitor or copy, Pawfecto app pages or the content included therein. The user also agrees not to frame or otherwise simulate the appearance or function of the Pawfecto app. Furthermore, the user agrees not to take any action that interferes with the proper working of or places an unreasonable load on Pawfecto's infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

#### 14. Pawfecto COMMUNICATIONS:

Pawfecto may communicate with the user. The user agrees to receive emails, telephone calls, courier delivery, or regular mail that relate to the user's account. User also agrees to have their name and/or email address listed in the header of certain communications that the user initiates through Pawfecto Products and Services.

#### 15. REFUND POLICY:

As a charity, Pawfecto is dependant on donations from Users and other interested persons. Pawfecto does not refund donations. However, a refund of donations would be considered in certain exceptional circumstances, provided that such request is made within 48 hours of the donation. Such refund of donation is subject entirely on the discretion of Pawfecto.

#### 16. PRIVACY POLICY:

Pawfecto's updated privacy policy in force as on the Effective Date is annexed herewith as Exhibit. [Note to Client: Kindly annex the updated policy as Exhibit]

#### 17. GENERAL:

i. Assignment. Pawfecto may assign this obligations under this T&C, in whole or in part, and the User consents to any such assignment. The users are prohibited from assigning their rights and obligations under this T&C, in whole or in part, by operation of law or otherwise, without the

prior express written consent of Pawfecto and any attempted assignment of any rights under this T&C without Pawfecto's consent will be null and void.

ii. Invalidity. If any provision of the T&C is held invalid by any applicable law or by any court or arbitrator, that provision will be enforced to the maximum extent permissible to effect the intent of the Parties, and that invalidity will not affect the enforceability of any other provisions.

iii. Relationship of Parties. This T&C is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of a nature described in this T&C.

iv. Waiver. Any express waiver or failure to exercise promptly any right under this T&C will not create a continuing waiver or any expectation of non-enforcement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.

v. Interpretation. This T&C may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Agreement. This T&C is in the English language only, which will be controlling in all respects. Any versions of this T&C in any other language will be for accommodation only and will not be binding upon either Party.

vi. Governing Law and Dispute Resolution. All disputes arising out of or related to this T&C will be governed by the laws of the Republic of India. The courts in Chennai, India shall have exclusive jurisdiction with respect to matters arising out of this T&C, subject to Clause vi(a).

(a) The Parties shall attempt to amicably settle any differences that may arise in the interpretation of any of the clauses under this T&C. If any which cannot be amicably settled by the Parties within sixty (60) days of its first notice, such dispute shall be referred to arbitration by a sole arbitrator appointed by Pawfecto in accordance with the [Indian] Arbitration and Conciliation Act, 1996.

vii. Entire Agreement. This T&C, constitutes the Parties' entire agreement relating to the subject matter hereof. The acceptance of this T&C cancels and supersedes all prior and contemporaneous oral and written communications between the Parties and prevails over any conflicting or additional terms contained in any document or communication between the Parties relating to the subject matter of this T&C. No contrary or additional pre-printed terms contained in any form quote, acknowledgement, or other correspondence or writing by either Party will in any way modify or alter the terms of this T&C unless such terms are set forth in writing (with reference to this T&C).

viii. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts reasonably beyond the control of that Party.

(If you wish to pose any questions and/or file a complaint that relates to our Privacy Policy or these T&C we kindly request that you contact us at [pawwfecto@gmail.com](mailto:pawwfecto@gmail.com) . We will use our reasonable endeavours to address any complaint you may have as soon as possible.)