Terms & Conditions

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Welcome to “Nuclei" (“Platform”). The content of the Platform is the property of CDNA Technologies Private Limited (the “Company” or “Us” or “We” or “Our”). We are an information technology company inter-alia engaged in the business of building software products, the Company has developed a proprietary Platform, which can be integrated with various mobile banking Platforms to provide merchant aggregation, user engagement services (both directly and indirectly), and enables transactions and certain other services through Company’s merchant network Platform.

Your use of the Platform and the Services (as defined below) is governed by the following terms and conditions (“Terms of Use”). If you do not agree to these Terms of Use, you cannot use the Platform.

We provide the Services in a direct and indirect form, as the case may be i.e. as a merchant/reseller or as an intermediary. Therefore, these Terms of Use have been divided into three parts namely Part A (applicable to Services provided by Company as a Merchant, to be referred as “Direct Services”), Part B (applicable to Services provided by Company as an intermediary, to be referred as “Indirect Services”) and Part C (terms and conditions applicable to provision of both Direct Services and Indirect Services). Collectively the Direct Services and Indirect Services are referred to as “Services”.

Depending on the kind of Service utilised by You through the Platform i.e. Direct Services or Indirect Services, Part A or Part B may be applicable respectively, as the case may be. Whereas, Part C of these

Terms of Use is applicable to you regardless of the kind of Service availed by You.

Policy Objective

By using the Platform , you signify your agreement to these Terms of Use as well as the Company's privacy policy, which is hereby incorporated by reference herein. These Terms of Use set out the legally binding terms of the Services as well as the terms of use of the Platform.

For the purpose of these Terms of Use, wherever the context so requires, "you" or "your" shall mean any natural or legal person who visits the Platform and/or transacts business on the Platform and / or uses the Services by providing registration information on the respective bank's mobile Platform.

Please read these terms of use carefully before using the platform to avail the services These Terms of Use along with the Company's privacy policy extend to users who visit the Platform but do not avail the Services or transact on the Platform as well as users who are registered and are authorized by the Platform to transact business or avail the Services on the Platform. We reserve the right to modify or terminate any portion of the Platform or the Services offered by Us for any reason, without notice and without liability to you or any third party. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes. Nothing in these Terms of Use should be construed to confer any rights to any third party beneficiaries.

Visit this link to read about out Privacy Policy.

PART A: Terms and conditions applicable for services provided by Company

Provision of Direct Services

The Platform can be utilised by You to procure Direct Services provided by Us. Certain services categorised as Direct Services are directly provided by Us and We control all the transactions in relation to Direct Services.

The commercial/contractual terms regulating the provision of Direct Services are provided by Us. The commercial/contractual terms include without limitation, price, payment methods, payment terms, date, period and mode of delivery (if applicable), warranties related to products and services and after-sales services related to any of the Direct Services.

We at all times retain the right to engage an agent or a sub-contractor to offer/provide/render the Direct Services to You.You are advised to independently verify the bona fides of any particular Direct Services that you choose to avail and use your best judgment in that regard.

Cancellation

You may cancel Your order for the any of Direct Services after placing the order by making a cancel request with Us through the Platform or through such other modes of cancelation provided by Us. In such a case We may refund any payments already made by You for the order received at Our discretion. If we suspect any fraudulent transaction by You or any transaction which is in violation of these terms and conditions, we, at our sole discretion, reserve the right to initiate the cancellation of such orders placed by You.

Pricing and Product Availability

We will display on the Platform, information on price and availability of the Direct Services provided by Us. The information available on the Platform is displayed by Us in an ‘as is’ and ‘as available’ form. For any order placed by You, the price shall be the price prevailing at the date

on which the order is placed. The prices listed on the Platform are not negotiable.

Despite the best efforts of the Company, such information on the price and availability of the Direct Services may be inaccurately displayed on the Platform. The Company reserves the right to correct any and all errors when they do occur, and the Company does not honour inaccurate or erroneous prices. The prices on the Platform are also subject to change without notice.

Payment

The Company offers multiple payment options to You on the Platform for making payments for the Direct Services availed by You. The Payments made by You are to be directly made by You to the bank account as designated by Us and which will be informed to You at the time of making the payment.

Online Payment: You can make online payments using your credit card or debit card or through net banking or directly through the bank's mobile application through which you have accessed the Platform or through mobile wallets or any other payment methods as made available to You by Us or by the bank either through the Platform or through bank's mobile application which You use for accessing the Platform.

Delivery

Delivery of the Direct Services may be dependent on third party service providers or sub-contractors engaged by Us. We will ensure that the Direct Services provided by Us are provided to You without any delay, but We do not warrant the delivery of the Services without any delay.

PART B: Terms and conditions applicable for services provided by third party sellers on the Platform.

Platform for Transaction and Communication

The Platform is a software tool that You may utilise to procure Indirect Services from various suppliers or Sellers (as defined below) for their requirements. The Company is not and under no circumstances will be a party to or control in any manner any transaction between You and third party suppliers/Sellers in relation to Indirect Services.All commercial/contractual terms are offered by and agreed to between you and the Sellers of the Indirect Services ("Seller/s") alone. The commercial/contractual terms include without limitation, price, shipping costs or handling charges, payment methods, payment terms, date, period and mode of delivery (if applicable), warranties related to services. We do not have any control or do not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and the Sellers. Once you agree to avail a service from a Seller, you also agree to be bound by the terms and conditions of use, of the Seller. All transactions between you and the Seller will be governed by the terms and conditions provided by the Seller and as may be applicable.

We do not make any representations or warranties as to specifics (such as quality, value, saleability, etc) of the Indirect Services proposed to be offered or availed on the Platform. The Company does not implicitly or explicitly support or endorse the sale or purchase of any Indirect Services on the Platform. The Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties or the Sellers. We are not responsible for any non-performance or breach of any contract entered into between you and the Sellers. We cannot and do not guarantee that you and/or the Sellers will perform any transaction concluded on the Platform. We are not and are not required to mediate or resolve any dispute or disagreement between you and the Sellers. You are advised to independently verify the bona fides of any particular Seller that you choose to deal with on the Platform and use your best judgment in

that regard. We do not at any point of time during any transaction between you and the Seller on the Platform gain title to or have any rights or claims over the Indirect Services offered by the Seller to you. We are not responsible for unsatisfactory or delayed performance of the Indirect Services or damages or delays as a result of products which are out of stock, unavailable or back ordered. It is agreed that the contract for sale of any of the services shall be a strictly bipartite contract between the Seller and you and the Company under no circumstances will be privy to that agreement. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the Seller(s) that you transact with. Pricing on any Indirect Services as is reflected on the Platform may due to some technical issue, typographical error or product information published by the Seller be incorrectly reflected and in such an event the Seller reserves the right to refuse to provide the Indirect Services.

The Company does not claim any ownership rights in the text, files, images including photos, videos, sounds, musical works or any UGC (as defined below) that you submit, submit or publish on the Platform. After posting any UGC on the Platform, you continue to own the rights that you may have in that UGC, subject to the limited license set out here.

Cancellation

You may cancel your order after placing the order in accordance with the order cancelation policy of the Seller through the Platform or through such other modes of cancelation provided by the Seller.. In such a case the Seller may refund any payments already made by you for the order, based on the Seller's refund policy. If we suspect any fraudulent transaction by you or any transaction which violates this terms and conditions of using the Platform, we, at our sole discretion, reserve the right to initiate cancellation of such orders placed by you.

Pricing and Product Availability

We will display on the Platform, information on price and availability of the Indirect Services rendered , as per the prices and service

information provided and uploaded by the Sellers. The Company do not control the information in relation to pricing and services being provided by the Seller in relation to the Indirect Services, the information available on the Platform is displayed by the Company in an 'as is' and 'as available' form. For any order placed by you, the price shall be the price prevailing at the date on which the order is placed. The prices listed on the Platform are not negotiable.

Despite the best efforts of the Company, such information on the price and availability of the Indirect Services may be inaccurately displayed on the Platform. We reserve the right to correct any and all errors when they do occur, and the We do not honor inaccurate or erroneous prices. The prices on the Platform are also subject to change without notice.

Payment

The Company offers multiple payment options to you on the Platform. The payments made by you are collected by Us on behalf of the Seller, upon seeking prior authorisation.

Online Payment: You can make online payments using your credit card or debit card or through net banking or directly through the bank's mobile application through which you have accessed the Platform or through mobile wallets or any other payment methods whichever is available on your Platform;

Delivery

The delivery of Indirect Services is based on the Seller's internal policy and We shall not, at any time, be responsible for delivery of any Indirect Services.

PART C: General terms and conditions applicable to all users of the Platform.

Access

You are responsible for maintaining the confidentiality of your account and password and for restricting and preventing unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password.

Use of the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform.

You represent and warrant that you are at least 18 (Eighteen) years old and all information you submit is true, accurate and complete while registering the account on Platform. If you are a minor i.e. under the age of 18 (Eighteen) years, you shall not transact on or use the Platform. As a minor if you wish to use or transact on the Platform, such use or transaction may be made by your legal guardian or parents.

The Company will endeavor to ensure that access to and availability of the Platform remains uninterrupted and error free. However, access to the Platform may occasionally be suspended or restricted to allow for repairs, maintenance, or for the introduction of new facilities and services.

The Company provides users access to discussion or chat with experts. The Platform may therefore contain user generated content (“UGC”) which we do not pre-screen, and which contains views that may be opinions of users and also of experts. These views do not represent our views, opinions, beliefs, morals or values. We will do our best to monitor, edit or remove such UGC where we consider it appropriate or necessary to do so. We cannot promise that the content in or on the Platform is accurate, complete or updated, that it

will not offend or upset any person or that it does not infringe the intellectual property rights of third parties.

Cookie Policy: A cookie is a small text file that we place on your mobile device to enable various features of the Platform. "Cookies" are used to store user preferences and to track user trends, so as to enhance your interactive experience and generally improve our Services to you. You can change your cookie settings to accept or not accept cookies in your browser settings. If you do accept a "cookie", you thereby agree to our use of any personal information collected by us using that Cookie.

Limited Licence for Access

We grant you a limited licence to access and make personal use of the Platform, but not to download (other than page caching) or to modify it (or any portion thereof), except with prior written consent of the Company and / or its affiliates, as may be applicable.

This licence does not include any resale or commercial use of the Platform or its contents; any derivative use of the Platform or its contents, any downloading or copying of account information for the benefit of another seller, or any use of data mining, robots, or similar data gathering and extraction tools is prohibited.

The Platform or any portion thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without Our prior written consent.

You will not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Company and its affiliates without their prior written consent. You will not use any meta tags or any other "hidden text" utilizing the Company’s or its affiliates' names or trademarks without the prior written consent of the Company and / or its affiliates, as may be applicable. Any unauthorized use will terminate the permission or license granted by the Company and / or its affiliates, as may be applicable.

You will not use any logo or other proprietary graphic or trademark of the Company/ Platform as part of the link without prior written consent of the Company and / or its affiliates, as may be applicable.

You shall not use the Platform in any way that causes or may be likely to cause damage or impairment to the Platform or in any manner harms the Company or any other person or entity (as determined by the Company in its sole discretion) or interrupt free access to it in any way. You are solely responsible for the UGC that you post on the Platform.

Representations and Warranties

You hereby represent and warrant that:

1. you shall not use the Platform to host, display, upload, post, submit, distribute, modify, publish, transmit, update or share any information that: a. belongs to another person and to which you do not have any right; b. is grossly harmful, harassing, 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 otherwise unlawful in any manner whatever; c. harms minors in any way; d. infringes any patent, trademark, copyright or other proprietary rights; e. infringes upon any third party's right of privacy, personality or endorsement; f. violates these Terms of Use or any applicable law for the time being in force including, but not limited to, those governing false advertising, consumer protection and safety, discrimination, terror and hate speech; g. advertises or promotes anything including personal or commercial sites/Platforms. h. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; i. impersonates another person; j. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform and/or the Services or any connected network or any computer resource, or otherwise interferes with any entity's use or enjoyment of the Platform and/or the Services; and k. 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 cognizable offence or prevents investigation of any offence or is insults any other nation. This is a non-exhaustive list which should be used as a guide on what you must not post on the Platform or transmit to other users.

2. You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming," "spamming," "flooding," "trolling," "phishing" and "griefing" as those terms are commonly understood and used on the internet.
3. You will not delete or modify any content of the Platform and/or Services including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
4. You have not received any notice from any third party or any governmental authority and no litigation is pending against you in any court of law, which prevents you from accessing the Platform and/or availing the Services.
5. You are legally authorised to view and access the Platform and avail the Services.

Usage of promo code by the Company

We have the right to refuse the usage of any promo code at any point of time. Promo codes which have expired cannot be used on the Platform. We can at any time ask you for the proof of having received the promo code. Promo codes can be used only on specific orders as deemed fit by Us. Promo codes, at the Our discretion, are applicable on certain items, on specific orders, or on specific dates and occasions. Promo codes cannot be clubbed with any other special offer running on the Platform. For a payment received after the expiry of the promo code the discount will not be applicable on that order.

Nuclei Cash

The following terms and conditions provide for the nature and scope of “Cash” and limitations and exclusions on the liability of CDNA Technologies Private Limited (“Company”) with respect to the same.

Definitions

“Nuclei Platform” shall mean shall mean the Mobile phone Platform, gonuclei.com which provides personal assistance to users through a technology based interface connecting experts/sellers and consumers of products and services.

“Customer” shall mean a person who has an account on the Nuclei Platform.

“Nuclei Cash” shall mean such amount credited as loyalty points earned into the Customer’s account, for specific activities on the Nuclei app as per the terms of the specific offer available from time to time.

General Terms

Customers can accrue Nuclei Cash through a completed transaction on Nuclei Platform for purchase of goods or services paid by cash, credit/debit card, cheque, or online payment.

The Company may in its sole and absolute discretion provide additional criteria for accrual of Nuclei Cash from time to time.

The Company may change any of the terms and conditions herein at any time without notice to the Customer. It is the responsibility of the Customer to read these terms and conditions from time to time.

Nuclei Cash terms of Accrual

Nuclei Cash will be credited within 48 hours once a transaction is complete.

Nuclei Cash will not be credited in the Customer’s account in case such Customer decides to return the goods or cancel the services availed through the Nuclei Platform.

Nuclei Cash gets accrued only on Out of Pocket payments on the Net-Order Value.

Nuclei Cash is non-transferable, non-negotiable, and irredeemable by cash. It cannot be gifted or assigned to any other person whether

Customer or otherwise. Nuclei Cash of one Customer cannot be combined with that of any other Customer.

The Nuclei Cash balance accrued will expire in case there are no credits for 60 (sixty) days. Such expiration is not affected by any uninstall or reinstall of the Nuclei Platform. The Customer shall not be entitled to redeem any expired Nuclei Cash.

In case there is failure in payment transaction, the Customer shall be refunded through Nuclei Cash. Such refund through Nuclei Cash is valid for 1 (one) year from the date of credit to the Customer's account.

Redemption of Nuclei Cash

Nuclei Cash can be redeemed through the Nuclei Platform only against Recharge, Bill Payment & Purchase of Internal Deals.

By redeeming Nuclei Cash, the Customer releases the Company from any and all liability regarding the redemption of Nuclei Cash.

The Company is not responsible or liable for any redemption of Customer's Nuclei Cash where the redemption was not authorised by such Customer.

Intellectual Property

Copyright and Database Rights

All content included on the Platform, such as photographs, text, graphics, logos, button icons, images and software, is the exclusive property of the Company, its affiliates or its Suppliers.

The compilation of all content on the Platform is the exclusive property of the Company or the respective Sellers.

All software used on the Platform is the property of the Company or its software suppliers. You shall not systematically extract and/or re-utilize parts of the contents of the Platform without the Company's express written consent. In particular, you shall not utilize any data

mining, robots, or similar data gathering and extraction tools to extract (either once or a number of times) for re-utilization of any substantial parts of the Platform, without the Company's prior and express written consent.

You shall not create and/or publish your own database that features substantial parts of the Platform (e.g. prices and product listings) without the Company's express written consent. Your personal and non-commercial use of the Platform shall be subjected to the following restriction (i) you will not modify any content of the Platform, including but not limited to, any public display, description, performance, sale, or pricing of the services provided on the Platform; (ii) you may not decompile, reverse engineer, or disassemble the content, or (iii) remove any copyright, trademark registration, or other proprietary notices from the content. You further agree not to access or use the Platform in any manner that may be harmful to the operation of the Platform or its content.

Trademarks

"Gonuclei" marks indicated on the Platform are trademarks or registered trademarks of the Company. All other trademarks not owned by the Company that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.

Intellectual Property Rights

All materials/content on our Platform (except any third party content available on the Platform), including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by the Company. You acknowledge and agree that the Material is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platform, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose other than

the purposes stated under this Terms of Use, by any person or entity, without Company's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize our Platform or any part of the Material for any purpose other than its intended purposes is strictly prohibited. Subject to the above restrictions under this Clause, the Company hereby grants You a non-exclusive, freely revocable (upon notice from the Company), non-transferable access to view the Material on the Platform.

The Platform and process, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork, algorithm and computer code (and any combination thereof), except any third party software available on the Platform, is owned by the Company ("Company Property") and the design, structure, selection, co-ordination, expression, look and feel and arrangement of such Company Property is protected by copyright, patent and trademark laws, and various other intellectual property rights. You are not permitted to use Company Property without the prior written consent of Company.

Communications

Visiting the Platform or sending emails to the Company constitutes electronic communication by you with the Company. The Company communicates with you by email or by posting notices on the Platform. For contractual purposes, you consent to receive communications from the Company electronically and agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement stipulating that those communications be in writing. This condition does not affect your statutory rights.

You understand that upon your use of the Platform, you may receive short message service ("SMS") messages from the Company or its partners on your registered mobile number. These messages could relate to your registration, or any updates and promotions that are

undertaken by the Company. Please note that the Company will send these SMS messages only to the registered mobile number or such other number that you may designate for any particular purpose.

Termination

At all times during the applicability of these Terms of Use we retain the right to terminate these Terms of Use.

Amendments

The Company reserves the right to make changes to our Platform, policies, and these Terms of Use at any time. You will be subject to the Terms of Use in force at the time that you use the Platform or at the time you place orders on the Platform, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, such condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Disclaimer, Indemnity and Limitation of Liability

You expressly understand and agree that:

- The information, content and materials on the Platform and / or Services are provided on an "as is" and "as available" basis. The Company and all its subsidiaries, affiliates, officers, employees, agents, partners and licensors disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties on merchantability, fitness for a particular purpose and non-infringement. The content of the Platform has been provided in good faith. The content may contain inaccuracies or typographical errors.
- Without limiting the foregoing, Company makes no warranty that (i) the Platform, Services will meet your requirements, or your use of the Platform will be uninterrupted, timely, secure or error-free; (ii) the quality of the Platform will meet your expectations; or (iii) any

errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by you from Company shall not create any warranty.

- The Company has made all reasonable efforts to ensure that all the information on the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information provided on the Platform. The Company makes no warranty, express or implied, concerning the website and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of the services, including 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 from the use of the information contained on the Platform.
- The Company does not warrant that the functions contained in content, information and materials on the Platform and / or Services, including, without limitation any third party sites or services linked to the Platform and / or Services will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Platform or the servers that make such content, information and materials available are free of viruses or other harmful components.
- Any material downloaded or otherwise obtained through the Platform and / or Services are accessed at your own risk, and you will be solely responsible for any damage or loss of data that results from such download to your computer system.
- You acknowledge that when you access a link that leaves the Platform, the site you will enter into is not controlled by the Company and different terms of use and privacy policy may apply. By accessing links to other sites, you acknowledge that the Company is not responsible for those sites. The Company reserves the right to disable links from third-party sites to the Platform, although the Company is under no obligation to do so.
- You hereby indemnify, defend, and hold the Company, the Company's distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective

resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives ("Indemnitees"), harmless from and against any and all losses, damages, liabilities and costs (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any obligation, covenant, representation or warranty by you pursuant to these Terms of Use. Further, you agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Platform, Services, any misrepresentation with respect to the data or information provided by you in relation to the Platform, your violation of the Terms of Use, or your violation of any rights of another, including any intellectual property rights.

- You expressly understand that under no circumstances, including, but not limited to, negligence, shall the Company be liable to you or any other person or entity for any direct, indirect, incidental, special, or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including but not limited to: (i) the use or the inability to use the Platform and / or services; or (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Platform and / or services or (iii) unauthorized access to or alteration of the users' transmissions or data; (iv) statements or conduct of any third party on the Platform and / or services; or (v) any other matter relating to the Platform and / or services.
- The Company or any of the Indemnitees respective resellers, distributors, service providers and suppliers be relieved of all its responsibilities, if any, in the event of failure of performance resulting directly or indirectly from an act of force majeure or causes beyond the Company's reasonable control including, without limitation, acts of god, war, equipment and technical

failures, electrical power failures or fluctuations, strikes, labour disputes, riots, civil disturbances, shortages of labour or materials, natural disasters, orders of domestic or foreign courts or tribunals, non-performance of third parties, or any reasons beyond the reasonable control of the company or any of the foregoing entities' respective resellers, distributors, service providers and suppliers. You further acknowledge and agree that neither the Company nor any of the foregoing entities' respective resellers, distributors, service providers and suppliers are responsible or liable for (a) any incompatibility between the Platform and / or services and any other site, service, software or hardware or (b) any delays or failures that users may experience with any transmissions or transactions relating to the Platform in an accurate or timely manner.

- Subject to applicable laws, in no event will Company or its employees aggregate liability, arising from or related to the Services or the use of the Platform shall not exceed the amount paid by you for the particular Service availed by you for any and all causes of actions brought by you or on behalf of you.

Waiver

No term of these Terms of Use shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Company. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Governing Law and Jurisdiction

Any dispute, claim or controversy arising out of, or relating to the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms of Use, or to your use of the Platform or the Service or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of

such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

Complete Understanding

These Terms of Use contain the entire understanding between the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use.

Assignment

You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. Company's rights under the Terms of Use are freely transferable by the Company to any third party without the requirement of informing You or seeking Your consent.

Privacy statement

You understand that through your use of the Application or any software, services or application programming interfaces available on or through the Application, including in user forums or blogs on or accessed via the Application, you consent to the collection, storage,

sharing and use by us or any of our affiliates, of Personal Information collected from you. You agree that any such Personal Information may be viewed by others. You understand and acknowledge that if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return and the Company will not be responsible for the use or misuse of such information by third parties. We expressly disclaim any legal liability, whether civil, criminal, pertaining to the content of, security of, or rights in, any part of such information. You have the right to control your Personal Information and except as set out in these Terms of Use or in the privacy policy of the Company, we will not disclose your Personal Information unless we have your permission or unless we are required to or permitted to do so under applicable laws.

Visit this link to read about out Privacy Policy. (https://www.gonuclei.com/privacy/non-eu)