**DISCLAIMER- 1STOPAKSH TERMS AND CONDITIONS**

This document is an electronic record in terms of Information Technology Act, 2000, amendments thereof from time to time and the rules thereunder as applicable pertaining to electronic records in various statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1STOPAKSH offers utility bill payment services with all Mobile, DTH, Data Card, Post Paid bill payments, Domestic Money Transfer (DMT), Aadhaar-enabled payment services (AEPS), Income Tax Return filing. (“Services”)

The terms “you, your” denotes the user and “we, us, our, Company” represents Aksh Optifibre Limited (“Company”)

Please read the following terms and conditions carefully before registering, accessing, browsing or downloading or using the “Services” more specifically defined hereunder. The said set of terms and conditions is a legal contract (“Agreement”) between You and Aksh Optifibre Limited (“1STOPAKSH/AOL”) having its registered office located at F-1080, RIICO Industrial Area, Phase- 3rd, Bhiwadi, Rajasthan- 301 019. By clicking, accessing or using the site/portal/app or by using or availing the services, you acknowledge and agree to be bound by these terms and conditions as set forth below including any additional guidelines and future modifications. If at any time you do not agree to below set of terms and conditions or do not wish to be bound by these terms and conditions, you may not use/access the Services or site/portal/app and immediately terminate your use of the Services.

We may amend the terms and conditions at any time by posting an updated version at [www.portal.1stopaksh.in](http://www.portal.1stopaksh.in) (“1stopaksh site”). The updated version of the Terms of Service shall take effect immediately upon posting. It shall solely be your responsibility to review these terms of use periodically for any updates/changes. Your continued use of 1STOPAKSH site/portal/app following the posting of changes shall mean that you accept and agree to the revisions including additional terms or removal of portions of these terms, modifications etc. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable and limited privilege to enter and avail the Services.

Using or accessing 1STOPAKSH site/portal/app indicates your Agreement with Company to all the terms and conditions under these Terms of Use so please read the Terms of Use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, you accept and agree to be bound by Company’s policies including but not limited to its Privacy policy available on Company’s website [www.portal.1stopaksh.in](http://www.portal.1stopaksh.in) as amended from time to time.

I AGREE I DISAGREE

**Agreement- Terms and Conditions of Service**

The Terms and Conditions (as may be amended from time to time, the “Agreement” is a legal contract between you, an individual customer, member, user or beneficiary of this Service of atleast 18 years of age (“you”) and Aksh Optifibre Limited having its registered office at F-1080, RIICO Industrial Area, Phase- 3rd, Bhiwadi, Rajasthan- 301 019. 1STOPAKSH is a platform owned and managed by Aksh Optifibre Limited (“Company”). Company is the owner of the website [www.portal.1stopaksh.in](http://www.portal.1stopaksh.in),1STOPAKSH mobile application (collectively referred to “1STOPASKH”) hence, all the rights, benefits, liabilities and obligations under the following terms and conditions shall accrue to the benefit of Company (including its subsidiaries and affiliates) regarding the access and use of Services. The Company reserves the right, at its sole discretion, to revise, add, or delete portions of these terms and conditions any time without further notice. You must re-visit the “Terms and Conditions” link from time to time to stay abreast of any changes in the Service(s) that the Company may introduce on its 1STOPAKSH site/portal/app. The Services more specifically mentioned hereunder are offered by Aksh Optifibre Limited having its office located at The Diamond, Ground Floor, Urbana Jewels, Opposite Muhana Terminal Market, Sanganer, Jaipur, Rajasthan- 302029, India.

**Eligibility**

1STOPAKSH services offered by Company are not available for the persons under the age of 18 years or for anyone previously suspended or removed by the Company from availing 1STOPAKSH services or accessing the 1STOPAKSH platform. By accepting these terms and conditions or by otherwise using 1STOPAKSH services on the 1STOPAKSH platform, you represent that you are atleast 18 years of age and have not been previously suspended or removed by Company, or disqualified for any other reason, from availing the Services offered by Company through 1STOPAKSH platform. In addition to it, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the Terms and Conditions as part of this Agreement. You hereby represent and warrant that you shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity. In the event of any breach or violation of the Terms and Conditions, Company reserves the right to suspend or permanently prevent you from availing 1STOPAKSH services or accessing or using 1STOPAKSH platform.

**Digital Services**

Company facilitates the payment of certain bills through the 1STOPAKSH Platform with respect to services offered by Company’s business partners who have partnered with Company to enable their bills to be paid through the 1STOPAKSH Platform. Please see the relevant links on the 1STOPAKSH Platform for more information on Company’s bill payment service. The terms and conditions in relation to bill payments and digital products are set out below. The terms ‘Agreement’ or ‘T&Cs’ mentioned herein below includes the terms and conditions in relation to bill payments and digital products set out below in relation to 1STOPAKSH Services on 1STOPAKSH Platform.

**Bill Payments**

In order to use the bill payments service or any other 1STOPAKSH services, you will need to obtain access to the World Wide Web or the Internet, either on a computer or any other device that can access web-based content. You will also need to pay any service fees if association with such access. Additionally, you must have all the necessary equipment to make such connection to the World Wide Web or the Internet, including a computer and a modem or any other set of access devices.

Company and/or the Company’s business partner (including Company’s bill payment partners) reserve the right to charge and recover from you, such fees for availing the service as the case may be. These charges shall be effective from the time when they are posted on the 1STOPAKSH Platform or on the Company’s business partner’s channel/portal/website through which you are availing the specific service. You are bound by such revisions and should therefore visit the 1STOPAKSH Platform or check with the Company’s business partner’s channel/portal/website through which you are availing the specific service to review the current fees from time to time.

In the event that you stop or seek a reversal of the payment instructions as may have been submitted, Company shall be entitled to charge and recover from you and you shall be liable to pay such charges to the bill payment service provider as may be decided by Company. These charges shall be charged on to your designated payment account or in any other manner as may be decided by Company. Company offers a convenient and secure way to make payments towards identified biller(s) using a valid payment account. Depending upon the Company’s business partner through whom the specific service is availed by you (i) the specific features of the service may differ; (ii) the number of billers available over the service may differ; (iii) the type and range of payment accounts that can be used to issue a payment instructions may differ; (iv) the modes/devices over which the service can be accessed may differ; and (v) the charges, fees for availing the service or any aspect of the service may differ. Specific details related to these aspects would be available with the Company’s business partner on their channel/portal/website over which the service is being availed. From time to time, Company, at its sole discretion, can add to or delete from such list of billers or types of payment accounts that can be used in respect of making payments to a biller. The type and range of payment accounts that can be used for making payments may differ for each biller depending on biller specifications. There may be additional fees/charge when using certain types of payment accounts in respect of a biller. The terms upon which a payment can be made to a biller can differ depending on whether a card or a bank account or wallet is used to issue the payment instruction.

You agree to:

* provide true, accurate, current and complete information about yourself (“**Registration** **Data**”), your payment account details (“**Payment** **Data**”), Your biller details (“**Biller** **Data**”); and
* maintain and promptly update the Registration Data, Payment Data and Biller Data to keep it true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Company’s services/Company’s Platform (or any portion thereof). The term biller includes telecom operators.

Company assumes no responsibility and shall incur no liability if it is unable to affect any payment instruction(s) on the payment date owing to any one or more of the following circumstances:

* If the payment instruction(s) issued by you is/are incomplete, inaccurate, invalid and delayed;
* If the payment account has insufficient funds/limits to cover for the amount as mentioned in the payment instruction(s);
* If the funds available in the payment account are under any encumbrance or charge;
* If Your bank or the National Clearing Centre refuses or delays honoring the payment instruction(s);
* If payment is not processed by biller upon receipt;
* Circumstances beyond the control of Company (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force).

In case the bill payment is not effected for any reason, you will be intimated about the failed payment by an e-mail or message.

**Communication Policy**

By accepting the T&Cs, you accept the following:

1. Company may send alerts to the mobile phone number provided by You while registering with the Company’s 1STOPAKSH Platform for the service or on any updated mobile number subsequently provided by You on the 1STOPAKSH Platform, or via e-mail or push notifications. The alerts will be received in case of SMS, only if the mobile phone is in ‘On’ mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in ‘Off’ mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.
2. Company will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that You shall have received the information sent from Company as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the 1STOPAKSH Platform or availing any Company’s Services. Company shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold Company liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.
3. The SMS/e-mail alert/push notification service provided by Company is an additional facility provided for your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that you observe any error in the information provided in the alert, Company shall be immediately informed about the same by you and Company will make best possible efforts to rectify the error as early as possible. You shall not hold Company liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by you on account of the SMS/e-mail alert/push notification facility.
4. The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depend on many factors including the infrastructure and connectivity of the service provider. Company shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
5. You will indemnify and hold harmless Company and the SMS/e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney’s fees which Company or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; and (ii) incorrect number or a number that belongs to an unrelated third party provided by You.

**Use of 1STOPAKSH Platform**

You understand that except for information or services clearly indicated as being supplied by Company, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that Company cannot and does not guarantee or warrant that files available for download through the 1STOPAKSH Platform will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements of Internet security and for accuracy of data input and output.

**Prohibited Conduct**

By accessing or using the 1STOPAKSH Platform or by availing Company’s Services, you agree not to:

* violate the T&Cs;
* impersonate any person or entity, falsely claim or otherwise misrepresent your affiliation with any person or entity, or access the accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity, or content of information transmitted via the Company’s Services, perform any other similar fraudulent activity or otherwise avail Company’s Services with what we reasonably believe to be potentially fraudulent funds;
* infringe our or any third party’s intellectual property rights, rights of publicity or privacy;
* use the Company’s Services if you are under the age of 18 years without a parental sponsor or, in any event, use the Company’s Services if you are under the age of 13 years old even with a parental sponsor and in accordance with applicable law;
* post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
* post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
* refuse to cooperate in an investigation or provide confirmation of your identity or any other information provide by You to Company;
* remove, circumvent, disable, damage or otherwise interfere with security-related features of the Company’s Services and the 1STOPAKSH Platform or features that enforce limitations on the use of the Company’s Services or the 1STOPAKSH Platform;
* reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards Company’s Services or 1STOPAKSH Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;
* use the Company’s Services or the 1STOPAKSH Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Company’s Services or the 1STOPAKSH Platform in an automated manner;
* modify, adapt, translate or create derivative works based upon the Company’s Services and the 1STOPAKSH Platform or any part thereof, except and only to the extent that that this is permissible by applicable law;
* intentionally interfere with or damage operation of the Company’s Services or the 1STOPAKSH Platform or any other user’s enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
* use any robot, spider, other automatic device, or manual process to monitor or copy the 1STOPAKSH Platform without prior written permission;
* interfere or disrupt the 1STOPAKSH Platform or networks connected to the 1STOPAKSH Platform;
* take any action that imposes an unreasonably or disproportionately large load on Company’s infrastructure/network;
* use any device, software or routine to bypass the 1STOPAKSH Platform’s robot exclusion headers, or interfere or attempt to interfere, with the Company’s Services;
* forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the 1STOPAKSH Platform or to manipulate your presence on the 1STOPAKSH Platform;
* sell the Company’s Services, information, or software associated with or derived from it;
* use the facilities and capabilities of the 1STOPAKSH Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
* breach this Agreement, or any other agreement or policy as may be applicable pursuant to the T&Cs;
* provide false, inaccurate or misleading information;
* use the 1STOPAKSH Platform to collect or obtain personal information, including without limitation, financial information, about other users of the 1STOPAKSH Platform, except and only as expressly provided in the T&Cs;
* avail Company’s Services with what Company reasonably believes to be potentially fraudulent funds;
* use the Company’s Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Company, a third party or you;
* use the Company’s Services in a manner that Company or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;
* take any action that may cause Company to lose any of the Company’s Services from its service providers or lose any of its recharge partners or business partners, including mobile operators or telecom companies, payment processors or other suppliers;
* send automated request of any kind to the 1STOPAKSH Platform without express permission in advance from Company.

**Termination; Agreement Violations**

You agree that Company, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your account (or any part thereof) or Your use of the Company’s Services/1STOPAKSH Platform and remove and discard on the 1STOPAKSH Platform all or any part of Your account, Your user profile, or Your recipient profile, including Your ID, at any time. Company may also in its sole discretion and at any time discontinue providing access to the Company’s Services, or any part thereof, with or without notice. You agree that any termination of Your access to the Company’s Services/1STOPAKSH Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that Company will not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Company may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the Company’s Services/1STOPAKSH Platform.

**Limitation of Liability and Damages**

In no event, Company or its contractors, agents, licensors, partners or suppliers will be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement; (ii) the ID Agreement; (iii) the Company’s Services, the 1STOPAKSH Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the Company’s Services, the 1STOPAKSH Platform (including any and all materials) or any reference sites/app/platform/service, even if Company or a Company’s authorized representative has been advised of the possibility of such damages. In no event, Company’s, directors, employees, agents will be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the ID Agreement; (iii) the Company’s Services, the 1STOPAKSH Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the Company’s services, the 1STOPAKSH Platform (including any and all materials) or any reference sites/app/platform/service; or (v) any other interactions with Company, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the portion of the Company’s Service or the 1STOPAKSH Platform giving rise to the cause of action, or beyond or in excess Rs. 5,000, whichever is less. You acknowledge and agree that Company has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and Company, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and Company. Company would not be able to provide the services to You on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to applicable law. In such cases, Company’s liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

**Indemnification**

You agree to indemnify, save, and hold Company, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the Company’s Services or of the 1STOPAKSH Platform; (ii) any violation by you of this Agreement or the ID Agreement; or (iii) any breach of the representations, warranties, and covenants made by you herein. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, including rights to settle, and You agree to cooperate with Company’s defense and settlement of these claims. Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

**Disclaimer; No Warranties**

To the fullest extent permissible pursuant to applicable law, Company and its third-party partners disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from Company or through the Company’s Services or the 1STOPAKSH Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, You expressly acknowledge that as used in this section, the term “Company” includes Company’s officers, directors, employees. You acknowledge that Company is a reseller of mobile recharges and is not liable for any third party (telecom companies, mobile operators or suppliers) obligations due to rates, quality and all other instances, whether to any such telecom companies’ subscribers or otherwise. You expressly agree that use of the Company’s Services on the 1STOPAKSH Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. Company does not warrant that the Company’s Services will be uninterrupted or error-free or that defects in the site will be corrected. The Company’s Services and the 1STOPAKSH Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an “as is” and “as available,” “with all faults” basis and without warranties or representations of any kind either express or implied. Company, and its partners do not warrant that the data, Company’s software, functions, or any other information offered on or through the Company’s Services/1STOPAKSH Platform or any reference sites/platforms/apps/services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. Company and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Company’s Services/1STOPAKSH Platform or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through the Company’s Services/1STOPAKSH Platform or any reference sites/platforms/apps/services at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event will Company be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the 1STOPAKSH Platform.

**Ownership; Proprietary Rights**

The Company’s Services and the 1STOPAKSH Platform are owned and operated by Company. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Company’s Services and the 1STOPAKSH Platform provided by Company (hereafter Materials) are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and Company, all Materials, trademarks, service marks, and trade names contained on the 1STOPAKSH Platform are the property of Company. You agree not to remove, obscure, or alter Company or any third party’s copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Company’s Services/1STOPAKSH Platform. Except as expressly authorized by Company, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Company reserves all rights not expressly granted in this Agreement. If You have comments regarding the Company’s Services and/or the 1STOPAKSH Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to Company, and shall assign to Company, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

**Modification of this Agreement**

Company reserves the right to change, modify, add, or remove portions of this Agreement (each, a change and collectively, changes) at any time by posting notification on the 1STOPAKSH Platform or otherwise communicating the notification to You. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the 1STOPAKSH Platform, availing the Company’s Services or for payment transactions initiated after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the Company’s Services/1STOPAKSH Platform. For certain changes, Company may be required under applicable law to give You advance notice, and Company may comply with such requirements. Your continued use of the 1STOPAKSH Platform following the posting of changes will mean that You accept and agree to the changes.

**Notice**

Company may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the 1STOPAKSH Platform or by any other reasonable means. Except as otherwise set forth herein, notice to Company must be sent by courier or registered mail to The Diamond, Ground Floor, Urbana Jewels, Opposite Muhana Terminal Market, Sanganer, Jaipur, Rajasthan- 302029, India.

**Waiver**

The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Company.

**Dispute Resolution**

If any dispute, controversy or claim arises under this Agreement or in relation to any Company’s Service or the 1STOPAKSH Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Company may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Jaipur, Rajasthan only and the language of this arbitration shall be English. Either You or Company may seek any interim or preliminary relief from a court of competent jurisdiction in Jaipur, Rajasthan necessary to protect the rights or the property belonging to You or Company (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Company may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and Company. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

**Governing Law and Forum for Disputes**

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against Company must be resolved by a court having jurisdiction in Jaipur, Rajasthan, India. You agree to submit to the personal jurisdiction of the courts located within Jaipur, Rajasthan, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

**Severability**

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

**Survival**

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

**Headings**

The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.

**Entire Agreement**

This Agreement is the entire agreement between You and Company relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Company in accordance with the terms of this Agreement.