



TERMS OF SERVICE

THESE TERMS OF SERVICES IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER APPLICABLE LAWS THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES. THESE TERMS OF SERVICES DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

PLEASE READ THESE TERMS OF SERVICES CAREFULLY. BY USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THESE TERMS OF SERVICES. IF YOU DO NOT AGREE WITH THE TERMS OF THESE TERMS OF SERVICES, PLEASE DO NOT USE THE PLATFORM OR SERVICES.

These Terms of Service ("**Terms**") of the website located at the URL <https://xpectro-solutions.com> (collectively referred to as "**Platform**") is between **Xpectro Solutions (OPC) Private Limited** (referred as "**Company**" or "**we**" or "**us**" or "**our**"), a company incorporated under the Companies Act, 1956/2013 with its registered office situated at **D-2/112 Grd Floor, Dwarkadish Dharuhera, Dharuhera, Rewari, Kharkhara, Haryana, India, 123106**, and the registered Users, defined to include any person who registers himself/herself/itself on the Platform and holds an Account on the Platform (referred as "**you**" or "**your**" or "**User**") describe the terms on which Company offers Services.

These Terms are a contract between you and Company. These Terms of Services shall be read together with the Privacy Policy available on <https://xpectro-solutions.com/PrivacyPolicy> or other terms and condition with all other notices, disclaimers, guidelines appearing on the Platform from time to time (collectively referred to as "**Terms and Conditions**") constitute the entire agreement upon which you are allowed to access and use the Platform and avail the Services. By accessing this Platform, you are agreeing to be bound by these Terms and Conditions, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. Your continued use of the Platform shall constitute your acceptance to the Terms and Conditions, as revised from time to time.

You and Company shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**"

1) CLICK TO ACCEPT

Before using certain areas of the Platform, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Terms and Conditions. Any consent so provided by you will be deemed to be valid consent under all applicable laws.

2) UPDATION OF TERMS AND CONDITIONS

Your use of the Platform is subject to the Terms and Conditions, which may be updated, amended, modified, or revised by us from time to time. To ensure that you are aware of any additions, revisions, amendments, or

modifications that we may have made to these Terms and Conditions, it is important for you to refer to the Terms and Conditions from time to time. The updated Terms and Conditions shall be effective immediately and shall supersede these. We shall not be under an obligation to notify you of any changes to the Terms and Conditions. You shall be solely responsible for reviewing the Terms and Conditions from time to time for any modifications. If you continue to use the Platform and/or Services after the updated Terms and Conditions have been published, it shall be deemed that you have read and understood and accept the updated Terms and Conditions. Any reference to Terms of Service herein shall refer to the latest version of the Terms of Service.

3) WEBSITE SERVICES

You access to the Platform and such other services which include but are not limited to any Software products & solutions ("**Services**").

Company reserves the right to update the Platform and /or Services, in order to, inter alia, introduce new features or Services, enhance existing features or Services, improve user experience and performance. You hereby agree that Company will be able to provide support services only if you install all the updates upon receiving notifications while using the Platform and its Services.

4) ELIGIBILITY AND ACCOUNT REGISTRATION

- a) By using the Platform, you affirm that you are at least 18 years of age and are fully able and competent to accept the Terms and Conditions and the obligations, affirmations, representations, warranties set forth in the Terms and Conditions, and to abide by and comply with the terms stated therein. Registration of User in the Platform is available only to persons who can form legally binding contracts. Persons who are "incompetent to contract" within the meaning of the applicable law including minors, un-discharged insolvents, or person with unsound mind etc. are not eligible to use the Platform.
- b) You must register an account on the Platform (an "**Account**"). When you register on the Platform and set up your Account, you must: (i) provide accurate and complete information; (ii) promptly update your Account information with any new information that may affect the operation of your Account; (iii) authorize Company to make any inquiries we consider necessary or appropriate to verify your Account information or the information you provide to us via the Platform including document proofs or copies or any such information as required mandatorily by applicable law that need to be provided to us; and (iv) acknowledge and accept any applicable policies, including but not limited to those pertaining to service quality, confidentiality, User integrity, anti-harassment and conflict of interest. You will not use false identities or impersonate any other person or use another account that you are not authorized to use on any computer, mobile phone, tablet, or other device (collectively "**Device**").
- c) You are responsible for safeguarding and maintaining the confidentiality of your Account information. You agree not to disclose your Account information to any third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of your Account on the Platform, whether or not you have authorized such activities or actions. You will immediately notify Company of any unauthorized use of your Account. You may be held liable for losses incurred by Company due to authorized or unauthorized use of your Account as a result of your failure in keeping your Account Information secure and confidential.
- d) If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes 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 Platform / Services (or any portion thereof).

5) PLATFORM LICENSE

- a) Subject to your compliance with these Terms, Company grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any content of Platform solely for your personal and non-commercial purposes; and (ii) to access, modify, edit and download any content, to which you are permitted access solely for your use. You have no right to sublicense the license rights granted herein.
- b) You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform and Services, except as expressly permitted in the Terms. No licenses or rights are granted to you by implication or otherwise under any Intellectual Property Rights owned or controlled by Company or its licensors, except for the licenses and rights expressly granted in the Terms. The Platform and the Intellectual Property Rights vested therein is owned by Company.
- c) You agree that this Platform and its Services are made available to you on a non-exclusive, non-transferable, non-sublicensable and on a limited license basis and hence, you will not permit, enable, introduce or facilitate other persons to participate in availing Services from your Account, including others who may be subject to an agreement that is the same or similar to this Terms and Conditions.

6) FEES AND PRICING

- a) Term & Subscription Plan: The subscription plans and their respective pricing will be updated on the Platform from time to time and the User is advised to select the appropriate subscription based on its business requirements.
- b) Invoice: The Company will raise the invoice on the User on the basis of the subscription plan availed by such User for the Services. The User shall pay the Company the periodic subscription fee (inclusive of all taxes) in advance as per the plan which it chooses.
- c) Renewal: The subscription plan may be renewed by the Parties on expiry of the initial term of the subscription plan provided that consideration for the Services is paid in advance by the User. In case the User fails to make payment for the Services, the Company will cease to provide the Services in any capacity.

7) REFUND AND CANCELLATION

In the event the User terminates the Agreement and communicates the same to the Company, then the Company shall refund the User on a monthly pro-rata basis any prepaid, unused fees covering the remainder of his/her subscription plan after the date of termination.

8) RULES AND CODE OF CONDUCT

- a) You shall not use the Platform for any purpose that is prohibited by the Terms; or other rules or policies implemented by us from time to time.
- b) You shall comply with all applicable local, provincial laws, and regulations in connection with your availing of the Services.
- c) You shall keep Company informed of any technical issues or problems with the Platform, as and when the issues develop.
- d) By way of example, and not as a limitation, you shall not (and shall not permit any third party to) take any action (including without limitation host, display, upload, modify, publish, transmit, store, update or sharing of information) that: (i) would constitute a violation of any applicable law, rule or regulation or belongs to another person; (ii) infringes on any intellectual property or other right of any other person or entity; (iii) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent; or (iv) impersonates any person or entity (v) deceives or misleads the addressee about the origin of the message or knowingly and intentionally

communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact, (vi) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource or (vii) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person. The Company reserves the right to disable any Account from the Platform at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities; or if Company is concerned that you may have violated the Terms of Use), or for no reason at all with or without notice to the User/Users.

- e) Additionally, you shall not share any information that: (i) may be harmful to minors or children below the age of 18 (eighteen) years; (ii) threatens the unity, integrity, defence, security or sovereignty of the country, friendly relations with foreign states or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation; and (iii) is 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; (iv) harms minors in any manner; (v) infringes any patent, trademark, copyright or other proprietary rights; (vi) violates any laws for time being.
- f) Furthermore, you shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; (iii) bypass any measures we may use to prevent or restrict access to the Platform (or parts thereof); (iv) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform, except to the limited extent applicable laws specifically prohibit such restriction; (v) modify, translate, or otherwise create derivative works of any part of the Platform; or (vi) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder.
- g) You will not access the Platform, and/or its services, or the personal information of other Users, available on the Platform in order to build a similar or competitive website, product, or service.
- h) You agree to immediately notify us of any unauthorised use, or suspected unauthorized use of your Account, or any other breach of security, in relation to your personal information on the Platform.
- i) One Account shall not be used by more than one User. Any use of an Account by a third-party would deem to be unauthorised usage. The Company reserves the right to disable any such Account from the Platform.

9) USE OF YOUR INFORMATION

- a) You may provide only information that you own or have the right to use. We may only use the information you provide as permitted by our Privacy Policy and applicable law. For example, we will never share your personally identifiable information without your prior permission. Please closely review our Privacy Policy for more information regarding how we use and disclose your personal information. Our Privacy Policy is hereby incorporated into these Terms of Service by this reference.
- b) We ensure easy access to the Users by providing an option to update your Account information. We reserve the right to moderate the changes or updates requested by you.
- c) We reserve the right to maintain, delete or destroy all information and materials posted or uploaded through the Services, pursuant to our internal record retention and/or destruction policies. We (may/may not) make use of third-party cloud services providers or use our own service infrastructure for hosting the servers and databases. While we make commercially reasonable efforts to ensure that the data stored on our servers is persistent and always available to the User, we will not be responsible in the event of failure of the third-party servers or any other factors outside our reasonable control that may cause the User's data to be permanently deleted, irretrievable, or temporarily inaccessible.
- d) You acknowledge and agree that we may preserve your information and may also disclose your related information if required to do so by law; or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Services; (c) respond to claims that any of your usage of the Platform violates the rights of third

parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of the Platform, its users, or the public.

10) DECLARATIONS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- a) Each Party hereby represents and warrants that it has the legal right, power and authority to enter into, deliver and perform this Terms and Conditions and any other documents executed in connection with or pursuant thereto.
- b) Notwithstanding anything contained herein, the User does not have the right to assign any of his/her rights under these Terms to any other person or organization.

11) THIRD PARTY SITES

- a) While availing Services, Users may connect with third-party service providers. The Company is not responsible for, and does not endorse, any third-party services mentioned on the Platform. It is hereby stated that Company shall in no way be responsible for any acts or omissions of third parties. Any transaction, dealings or communication otherwise that the User may have with such third parties are at the User's own risk and we make no warranties, express or implied regarding the quality or suitability of the services or products of such third-party vendors. You may be redirected to a third-party website upon clicking on such links, these websites will be governed by its privacy policy and terms of use. We shall not be responsible for any transaction or dissemination of information that may take place while accessing these third-party websites.
- b) You acknowledge that when you access a link that leaves the services, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links to other sites, You acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Services, although we are under no obligation to do so.

12) INTERACTIVE SESSIONS

- a) Some parts of the Services are interactive, and Company is in no way responsible for the content, information or actions of the User and/or other third parties. You are solely responsible for your interactions and communications with the third-party including any sensitive personal information provided by you to any other parties with whom you interact or communicate with through the Service.
- b) You shall not use the platform except strictly for the purposes specifically laid down in this Terms of Service.

13) INTELLECTUAL PROPERTY

- a) Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, content of the Platform, video recordings, ideas and information, google text chats which are subject matter of services (collectively referred to as "**Intellectual Properties**").
- b) Notwithstanding anything contained in this Terms and Conditions, Intellectual Properties include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like.
- c) While rendering Services, Company directly or through its representatives, may provide Users with certain materials relevant to the Services, which may be in the form of audio, video, written and oral content ("**Company Materials**"). Company Materials shall be the exclusive property of the Company. User hereby agrees and acknowledges that he/she shall ensure that the Company Materials are not shared with any third party, without Company's written consent and any breach of such nature shall cause financial and irreparable injury to Company. Company hereby provides User with a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to use the Company Materials solely for its personal purpose and not for any commercial use.

14) CONFIDENTIALITY

The User agrees to keep all technical and non-technical information, which Company may have acquired before or after the date of this Terms and Conditions in relation to the technology, customers, business, operations, financial conditions, assets or affairs of the other Party resulting from negotiating this Terms and Conditions; or exercising its rights or performing its obligations under this Terms and Conditions; or which relates to the contents of this Terms and Conditions (or any agreement or arrangement entered into pursuant to this Terms and Conditions), including but not limited to business plans, business forecasts, research, technology and financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising efforts, marketing plans, experimental work, development, design details, specifications, engineering, copyrights, trade secrets, proprietary information, know-how, processes, equipment, algorithms, software programs, software source documents, and information in any way related to the current, future and proposed business, products and Services of Company confidential or any other information designated as confidential from time to time.

Notwithstanding anything in the foregoing to the contrary, confidential information shall not include information which: (i) was known by the User prior to receiving the confidential information from Company; (b) becomes rightfully known to the User from a third-party source not known (after diligent inquiry) by the User to be under an obligation to Company to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the User in breach of this Terms and Conditions; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

15) RIGHTS AND OBLIGATIONS RELATING TO THE USAGE OF THE PLATFORM

Users shall be prohibited from carrying out the any illegal acts in the Platform including but not limited to acts mentioned below:

- violating or attempting to violate the integrity or security of the Platform;
- transmitting any information on or through the Platform that is disruptive or competitive to the provision of our Services;
- intentionally submitting on the Platform any incomplete, false or inaccurate information;
- making any unsolicited communications to other Users;
- using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Platform;
- circumventing or disabling any digital rights management, usage rules, or other security features of the Platform.
- Any unlawful activities in the Platform which are prohibited by applicable laws.

The Company shall, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, be entitled to disable such information that is in contravention of this Clause. We shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes. In case of non-compliance with any applicable laws, rules or regulations, or the Terms and Conditions (including the Privacy Policy) by a User, we shall have the right to immediately terminate your access or usage rights to the Platform and Services and to remove non-compliant information from the Platform.

We may disclose or transfer User-generated information to our affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. In accordance with the applicable laws, we shall transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by us, only if such transfer is necessary for the performance of the lawful contract between Company or any person on its behalf and the User or where the User has consented to data transfer.

16)SUSPENSION AND TERMINATION

- a) These Terms of Services are effective unless and until terminated by either you or Company. You may terminate these Terms of Services at any time by notifying us that you no longer wish to use our Services, or when you cease using our Platform.
- b) We have the right to temporarily suspend access to the whole or any part of the Services for any reason whatsoever (including but not limited to technical/operational reasons) and shall be under no liability to you in such an event. Further, we may, but are not obliged to, give you notice of any interruption of access to the Service.
- c) We may temporarily suspend access to the whole or any part of the Services for pre-scheduled maintenance. The intent to temporarily suspend access for pre-scheduled maintenance shall be communicated to you 48 hours in advance via phone number/email to the contact details provided by you upon creation of your Account. If you choose to access the Platform or avail Services during such pre-scheduled maintenance, we cannot guarantee the availability of the Services and/or functionality of the Platform.
- d) We may terminate your usage of the Platform at any time for any reason, including breach of the Terms and Conditions. We have the right (but not the obligation) to refuse to grant access to Platform. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
- e) Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Platform under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages and other material kept on the Platform by such User. All provisions of the Terms of Services, which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.
- f) In the event of any termination of this Terms and Conditions, the User shall promptly and forthwith make payments accrued or due to Company.
- g) Upon termination of this Terms and Conditions, any rights or obligations of the User existing at the time of expiration or termination, which, by their nature, survive the expiration or termination of this Terms and Conditions and such other provision as specifically identified in this Terms and Conditions, shall survive.

17)ALERTS

- a) The Company provides you with multiple automatic and/or customised alerts while providing Services.
- b) You understand and agree that any alerts provided to you through the Platform may be delayed or prevented by a variety of factors. We will do our best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

18)CONTACT YOU

- a) You agree that we may contact you through telephone, email, SMS, or any other means of communication for the purpose of:
 - Rendering Services

- Obtaining feedback in relation to Platform or our Services;
 - Obtaining feedback in relation to any other Users listed on the Platform;
 - Any events or initiatives that you may be interested in as part of the community of users
 - Resolving any complaints, information, or queries by other Users regarding your critical content.
- b) You agree to provide your fullest co-operation further to such communication by Company.

19) DISCLAIMERS

- a) THE SERVICE RENDERED ON COMPANY'S PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE". COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. FURTHERMORE, COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS PLATFORM OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS SITE.
- b) THE COMPANY, ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND PARTNERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS; (E) ANY INFORMATION PROVIDED BY US IN ANY WAY WILL MEET YOUR REQUIREMENTS ; OR (F) THE PLATFORM WILL BE FREE OF GLITCHES; ON YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.
- c) COMPANY DOES NOT WARRANT THAT THE USER WILL BE ABLE TO USE THE PLATFORM/PLATFORM AT ALL TIMES OR LOCATIONS ON THE PLATFORM/PLATFORM OR THAT THE PLATFORM AND THE SERVICES PROVIDED THROUGH THE PLATFORM/PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.
- d) THE MATERIALS AS APPEARING ON THE PLATFORM MAY CONTAIN TYPOGRAPHICAL ERRORS, INACCURACIES OR OMISSIONS. COMPANY RESERVES THE RIGHT, ALTHOUGH IT IS UNDER NO OBLIGATION TO DO SO, TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS, AND TO CHANGE OR UPDATE INFORMATION OR MATERIAL AS APPEARING ON THE PLATFORM AT ANY TIME WITHOUT PRIOR NOTICE.
- e) WE DON'T PROMISE TO STORE OR KEEP SHOWING ANY INFORMATION AND CONTENT THAT YOU'VE POSTED. THE COMPANY DOES NOT PROVIDE A STORAGE SERVICE. YOU AGREE THAT WE HAVE NO OBLIGATION TO STORE, MAINTAIN OR PROVIDE YOU A COPY OF ANY CONTENT OR INFORMATION THAT YOU OR OTHERS PROVIDE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND AS NOTED IN OUR PRIVACY POLICY.

20) INDEMNITY

You shall defend, indemnify, and hold harmless the Company, its affiliates/subsidiaries/joint venture partners and each of its, and its affiliates'/subsidiaries/joint venture partners' employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Services and Platform; or (ii) your violation of the Terms; or any applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in connection therewith.

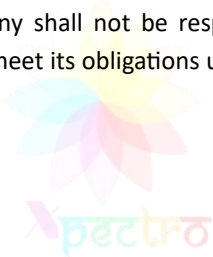
21) LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL COMPANY BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR OTHER SUCH LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO THOSE SUCH AS AND/OR RESULTING FROM LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, DEPLETION OF GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, PURE ECONOMIC LOSS AND/OR SIMILAR LOSSES OR DAMAGES OF ANY KIND, HOWSOEVER ARISING IN CONNECTION WITH THESE TERMS, (II) FOR YOUR RELIANCE ON THE SERVICES (III) FOR ANY DAMAGES (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW. Our licensors and service providers will have no liability of any kind under this Terms and Conditions. Unless such restriction is prohibited by applicable law, you may not bring any claim under this Terms and Conditions more than twelve (12) months after the cause of action arises.

22) EXEMPTIONS TO LIMITATION OF LIABILITY

You further agree and confirm that Company shall not be responsible, in any manner whatsoever, for any delay/unavailability of Services or failure to meet its obligations under the Terms and Conditions, which may be caused, directly or indirectly, due to:

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- I. your failure to cooperate;
 - II. your unavailability and/or unresponsiveness;
 - III. your failure to provide accurate and complete information;
 - IV. your failure to provide or facilitate the submission of information in timely manner;
 - V. any event beyond Company's reasonable control.

23) UPDATES

We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Services, at any time without any prior written notice to you. We suggest that you regularly check these Terms of Services to apprise yourself of any updates. Your continued use of the Platform following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms of Services, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

24) SEVERABILITY AND WAIVER

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Services shall survive, remain in full force and effect and continue to be binding and enforceable. The failure of

either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

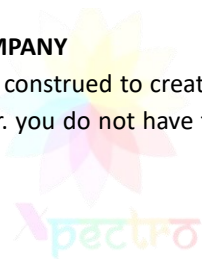
25) FORCE MAJEURE

If the performance of the Party's obligations hereunder is prevented, restricted or interfered with by reason of fire, or by epidemic or pandemic, or other casualty or accident; strike or labour disputes; war or other violence; or any act or condition beyond the reasonable control of the Parties, or an act of God (each a "**Force Majeure Event**"), then the Parties shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the Parties shall give prompt notice within a period of three (3) days from the date of occurrence of the Force Majeure Event and providing a description to the other Party of such Force Majeure Event in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure Event and the likely duration of the impact or delay cause by the Force Majeure Event; and provided further that the Parties shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

If the Party's performance of its obligations under this Terms and Conditions is suspended due to the occurrence of a Force Majeure Event for a period in excess of thirty (30) business days, the Parties may terminate this Terms and Conditions without incurring any charges.

26) RELATIONSHIP BETWEEN THE USER AND COMPANY

Nothing in this Terms and Conditions shall be construed to create any relationship between Company and you other than that of a service provider and user. you do not have the authority to bind Company in any manner whatsoever.



27) NON-ASSIGNMENT

These Terms are personal to you and you shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

28) GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These Terms of Use are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this website, shall be subject to the jurisdiction of the courts at ROC, Delhi.

29) ENTIRE AGREEMENT

The Terms and Conditions are the entire agreement and understanding between you and Company with respect to the Services and usage of Platform.

30) GRIEVANCE REDRESSAL

In furtherance of the Information Technology Act, 2000 ("IT Act") and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ("Intermediary Guidelines"), to ensure compliance with the IT Act and the Intermediary guidelines, the Company shall take best possible efforts to redress the complaint

within 15 days of receipt of the complaint. Any suggestions by Company regarding use of the Services shall not be construed as a warranty.

Please feel free to reach out to us by e-mail at **service@xpectro-solutions.com** in case of any concerns, grievances, or questions relating to our privacy or data related practices.

31)SUPPORT

The Company offers an email based support system. In case you require any assistance or support, you may access support resources on email at **service@xpectro-solutions.com**. The Company provides Support on Monday – Friday between the hours of 10 a.m. – 6 p.m. IST (except public holidays).

In furtherance of the Consumer Protection Act 2019 (“**Consumer Protection Act**”) and the Consumer Protection (E- Commerce) Rules 2020 (“**E-Commerce Rules**”), The Company shall revert to every complaint within 48 hours of receipt of the complaint to ensure compliance with the Consumer Protection Act and the E-Commerce Rules. Further, the Company shall take best possible efforts to redress the complaint within 30 days of receipt of the complaint. Any suggestions by Company regarding use of the Services shall not be construed as a warranty.

The User agrees and acknowledges that the Company shall address and attempt to resolve the complaint received in accordance with the standard policies and procedures adopted by the Company, the User’s disapproval/discontent with the outcome/mode of redressal shall not be deemed to mean non-redressal of the complaint by the Company. Any suggestions by Company regarding use of the Service shall not be construed as a warranty.

32)CONTACT

If you have any questions regarding the Services or usage of the Platform, please contact Company at **service@xpectro-solutions.com**. Please note that for the purpose of validation, you shall be required to provide information (including, but not limited to contact number or registered mobile number, etc.) for the purpose of validation and taking your service request.

