TERMS AND CONDITIONS (USER)

Effective Date: 9-07- 2021

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INDIAN CONTRACT ACT 1872; THE INFORMATION TECHNOLOGY ACT 2000, THE RULES MADE THEREUNDER; AND THE AMENDED PROVISIONS PERTAINING TO THE ELECTRONIC RECORDS IN VARIOUS OTHER STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000.

THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

IF YOU DO NOT AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CAPTURED HEREIN, PLEASE DO NOT USE THE SITE OR ITS SERVICES.

I. Introduction

A. Keston by Saraswati Dairy Private Limited , a company incorporated under Companies Act, 2013 having registered office at New Bowenpally 4 Soujanya colony, Akashnagar, Secunderabad, India, Telangana. By purchasing from, using or visiting this website, product, software, data feed, or service provided to you on, from, or through this website https://kestondairyin/, you represent and warrant that you are 18 or older, and you agree and acknowledge to be bound by these Terms of Use. If you do not agree to these Terms, please do not access the Site or use the Services. The Company reserves the right to change these Terms at any time. We recommend that you periodically check this Site for changes.

B. The Company requests the User (as defined below) to carefully go through these terms & conditions ("**Terms of Usage" or "Agreement" or "Terms"),** prior to accessing the Site or availing Services (as defined below) via the Site. If the User continues to browse and use the Site to avail Services, the User irrevocably and unconditionally is agreeing to comply with, abide by and be bound by all these obligations as stipulated in these Terms, which together read with our privacy policy available at ("**Privacy Policy**"); and any other applicable policies referred to herein or made available on the Site (collectively referred as "**Terms and Conditions**"). The Terms and Conditions shall govern the Company's relationship with the User in relation to the usage of the Site. These Terms and Conditions supersede all previous oral, written terms and conditions (if any) communicated to the User and shall act as a binding agreement between Company and the User.

C. All information accessed or viewed by the User is considered confidential and is only for authorized personal purposes.

D. These Terms are effective upon acceptance and governs the relationship between the User and the Company (includes its affiliates and subsidiaries, jointly and severally). If the Terms conflict with any other document, the Terms will prevail for the purposes of usage of the Site.

II. Acceptance of Terms

A. The Site is the property of the Company and /or its subsidiaries. By downloading, browsing, accessing or using the Site, the User agrees to these Terms, including agreeing to indemnify and hold harmless the Company from all claims of any nature arising from the access and use of the Site by the User. These Terms may be changed at any time at the sole discretion of the Company. These Terms pertain to all Sites, subsidiaries or affiliates of the Company.

B. Please read these Terms carefully. These Terms, as modified or amended from time to time, are a binding contract between the Company and the User. If the User visits, uses, or operates the Site (or any future site or Site operated by the Company), the User accepts these Terms.

C. The Site takes no responsibility for the content provided by any User in any Site.

D. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Site.

E. The Company reserves the right to make any changes to the Terms and/or our Privacy Policy as may be deemed necessary or desirable without prior notification to the User. If the Company makes changes to the Terms and Privacy Policy and the User continues to use the Site, the User is impliedly agreeing to the revised Terms and Privacy Policy expressed herein.

To read the complete Terms, please see below.

1. DEFINITIONS

1.1. "**Company**"," "**we**", "**us**", or "**our**" means Keston by Saraswati Dairy and any other companies that are its subsidiaries and affiliates.

1.2. "**User**" shall mean any person who creates a User Account on the Site and agrees to provide any personal information requested by the Company. In particular, Users will be required to provide their first name, last name, age, title, valid telephone number and email address.

2. REGISTRATION BY USER

2.1. You are solely responsible for any activity under your account and you agree to (i) keep your account / payment information updated and accurate at all times; and (ii) maintain security and secrecy of the account information.

2.2. By creating an account, you agree and authorize the Company to send you informational text (SMS) messages and contact you through emails, telephone, and mobile push notifications regarding the Service(s).

2.3. You also agree that the Company is not liable in any manner for any loss that you may incur as a result of any third party using your password / OTP, either with or without your knowledge.

2.4. You agree and accept that the use of the Services provided by the Company is at your risk solely, and further acknowledges that the Company disclaims all representations and warranties of any kind, whether express or implied.

2.5. You shall bear the consequences and damages for any delay that may arise due to your failure to check the confirmation SMS / email or failure to inform the Company of the incorrect details immediately.

2.6. The Company reserves the right to suspend or terminate your account with immediate effect and for an indefinite period, if we have reason to believe that the registration data or any other data provided by you is incorrect or false or that the security of your account is compromised in any way, or any other reason we may find it to be just.

2.7. Use or access by anyone who is a minor, i.e., under the age of 18 (eighteen), you are permitted to use the Site only under supervision of your parent(s) or legal guardian(s) to use the Site who agrees to be bound by these Terms. Failure to receive the authorisation will result in the immediate termination of your account. If your age is below 18 (eighteen) years, your parents or legal guardians can transact on behalf of you if they are registered users.

3. INFORMATION

3.1. You agree and accept that Your Information is any information You provide, publish or display (" **post**") to the Site or send to other Users in the registration or in any public message area (including, but not limited to the feedback section) or through any email feature ("**Your Information**"). Your Information will be stored on computers. You consent to the Company using Your Information to create a User account that will allow You to participate in the Services. You are solely responsible for Your Information and Your interactions with other people in the public, and the Company acts only as a passive conduit for Your profile creation by use of Your Information. When You use the Site, You agree to provide accurate, current and complete information as prompted by Our registration form and to maintain and timely update Your Information to keep it accurate, current and complete at all times during the Term of the Agreement. You agree that the Company and other people of the public may rely on Your Information as accurate, current and complete. You acknowledge that if Your Information is untrue, inaccurate, not current or incomplete in any respect, the Company shall have the right to terminate this Agreement and Your use of the Services.

3.2. E-mail communications and text messages sent from Us or through Us are designed to make Your experience more efficient. By becoming a User, You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us or through Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential promotions. We run and emails informing You of new and existing features We provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number, and You may need to re-enrol in the notification service. The Company reserves the right to cancel the notification service at any time. If You do not wish to receive any of our e-mail communications or text messages, please do not use the Services.

4. RIGHTS /RESTRICTIONS RELATING TO CONTENT

4.1. This Site and all the materials available on the Site are the property of the Company and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal non-commercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and save a copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. For information about requesting permission to reproduce or distribute materials from the Site, please contact us.

4.2. By accessing and registering on the Site, you represent and agree: (i) that you have read and agree to abide by our Terms; (ii) that you are 18 years of age or older; (iii) the materials you post or submit of the Site or the content you view will not violate the rights of, or cause injury to, any person or entity; and (vi) that you will indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any liability of any nature arising out of or related to any content accessed, viewed or endorsed by you.

4.3. The Company may access, make available and store (if applicable) any content that You have provided to and stored in Your Third Party Account (the "**SNS Content"**) so that it is available on and through the Site via Your account, including without limitation any friend, contacts or following/followed lists, and the Company may submit and receive additional information to Your Third Party Account as indicated herein. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be Your Information and Your Content for the purposes of this Agreement. Depending on the Third-Party Accounts

You choose and subject to the privacy settings that You have set in such Third Party Accounts, personally identifiable information that You post to Your Third Party Accounts may be available on and through the Site. Please note that if a Third Party Account or associated service becomes unavailable or the Site's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Site. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content.

5. PAYMENT TERMS

5.1. The Site is not a payment service provider and shall take no liability for the same. The Company shall assume no liability whatsoever for any monetary or other damage suffered by the User upon payment on the Site on account of (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the payment gateway in connection thereto; and/ or (ii) any interruption or errors in the operation of the payment gateway; and /or (iii) any other issues associated with any of the payment gateways. We will not be responsible for any errors by the payment processors or gateways. In connection with Your use of the Services, We will obtain certain transaction details, which We will use solely in accordance with Our privacy policy.

5.2. The Company reserves the right to determine or alter in the future the product and service pricing without notice to the User.

5.3. Promotional Offers: The Company, at its sole discretion, may make available promotional offers with different features to any of our customers. These promotional offers, unless made to You, shall have no bearing whatsoever on Your offer or contract. The Company may change its Administrative Fee as we deem necessary for our business. We encourage you to check this Agreement periodically if you are interested in keeping abreast of the rate of our fees and charges.

6. RESTRICTED ACTIVITIES

6.1. You agree that you will use the Services in a manner consistent with any and all applicable laws and regulations. We reserve the right but are not obligated to investigate and terminate your participation in the Site if you have misused the Site or the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

6.2. You further agree that Your Information and Your interactions on the Site shall not: be false, inaccurate or misleading (directly or by omission or failure to update information); infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation; be defamatory, trade libellous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; include in Your Information any telephone numbers, street addresses, last names, URL's or E-mail addresses other than where explicitly asked for it in the Your registration and profile section; create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of taxi service; or link directly or indirectly to any other web sites.

6.3. You further agree that You will not transfer, use, or sell Your account and/or ID to any another party. We reserve the right, but have no obligation, to reject any User that does not comply with these prohibitions.

7. DISCLAIMERS AND WARRANTIES

7.1. Throughout the Site, we have provided links and pointers to resources maintained by third parties. Our linking to such third-party resources does not imply an endorsement or sponsorship of, or the information, or services offered on or through such resources. In addition, neither we nor our parent or subsidiary companies nor any of our respective affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on resources linked to by us on the Site.

7.2. THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SITE AND ANY THIRD-PARTY RESOURCES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT ACCESS TO DATA STORED BY YOU OR OTHERS ON THE SERVICE IS NOT GUARANTEED AND THAT WE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE SERVICE OR ITS UNAVAILABILITY.

7.3. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

7.4. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO US CONTAINED IN THESE TERMS IS TO PROVIDE YOU WITH ACCESS TO THE SITE AND SERVICES.

7.5. You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

7.6. You acknowledge that by using the Site, you may incur charges from your wireless carrier, internet service provider or other method of internet or data access, and that payment of any such charges will be your sole responsibility. You agree that your use of the Site will be in accordance with all requirements of your wireless carrier, internet service provider and other method of internet or data access. We do not control network access. Your use of these networks may not be secure and may expose your personal information sent over such networks. You expressly assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, such exposure.

7.7. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Site, on any web site or any combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services.

7.8. The Site is provided for informational purposes only, and is not intended for trading or investing purposes, or for commercial use. The Site should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

7.9. Your interactions with companies, organizations and/or individuals found on or through our Site, including any purchases, transactions, or other dealings, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such companies, organizations and/or individuals. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You also agree that, if there is a dispute between Users registered under this Site, or between a User and User or between User and any third party, we are under no obligation to become involved, and you agree to release us and our affiliates from any claims, demands and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such dispute and/or our Site.

7.10. We reserve the right, but have no obligation, to monitor disputes between You and other Users. Please carefully select the type of information that You post on the Site or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Participants or Users (including unauthorized users, or "hackers"). We have no control over the quality of the information that is exchanged or provided as a result of the Service; nor do We have any control over the truth or accuracy of the users information listed on the Site. We cannot ensure that a user is who he or she claims to be or that a user will actually complete an arranged service. We reserve the right to change any and all Content, software and other items used or contained in the Site and the Services at any time without notice.

7.11. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company or the Site. The Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications.

7.12. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Services. It also is possible for others to obtain personal information about You due to Your use of the Site or the Services, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Site or through the Services.

7.13. The Company shall not be liable for any loss or damage arising as a result of: False, misleading, inaccurate or incomplete information being provided by a User. We will not be liable to any User for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of the services provided by, or enabled through, the Site (whether suffered or incurred as a result of the Company's negligence or otherwise).

7.14. The User accepts that the limitations on the Company's liability set out above are reasonable and shall not be disputed by the User.

8. ONLINE CONTENT DISCLAIMER

8.1. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Services and neither do We adopt nor endorse nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Services or transmitted to participants. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Services. Notwithstanding this right, You remain solely responsible for the content of the photos, profiles (including Your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and other content (the "**Content"**) that You post in the public areas of the Services and in Your private e-mail messages. We shall have the right to remove any such material that in Our sole opinion violates, or is alleged to violate, the law or this

agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. E-mails sent between You and other users that are not readily accessible to the general public will be treated by Us as private to the extent required by applicable law.

8.2. The Site contains (or You may be sent through the Site or the Services) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Us. If You decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, You do so at Your own risk and You should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web site to which You navigate from the Site or relating to any applications You use or install from the Site.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR SUBSIDIARIES, PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, INCLUDING ITS MATERIALS, OR SERVICES, OR THIRD-PARTY MATERIALS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. THE USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THE USER IN ANY CONTENT OR OTHERWISE ON THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

THE SITE SHALL MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY INFORMATION AVAILABLE ON THIS SITE.

9.1. INDEMNIFICATION

You agree to indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Site, violation of these Terms by you or any other person using your account, or your violation of any rights of another. We reserve the right to take over the exclusive defence of any claim for which we are entitled to indemnification under these Terms. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

9.2. In the event that You have a dispute with one or more Users, You agree to release the Company (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to Your use of the Site or the Services.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Company is the sole owner or lawful licensee of all the rights to the Site and its content. Site's content shall mean its design, layout, text, images, graphics, sound, video etc. The Site's content embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and its content shall remain with the Company, its affiliates or licensor of the Company's content, as the case may be.

10.2. All rights, not otherwise claimed under these Terms are hereby reserved. The information contained in this Site is intended, solely to provide general information for the personal use of the User, who accepts full responsibility for its use. The Site does not represent or endorse the accuracy or reliability of any information, or advertisements or Content contained on, distributed through, or linked, downloaded or accessed from any of the content contained on any of the third party sites, or the quality of any information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offers.

10.3. The Site does not have any express burden or responsibility to provide the User with indications, markings, information or anything else that may aid the User in determining whether the material in question is copyrighted or trademarked.

10.4. All related icons and logos are registered trademarks or trademarks or service marks of the Site in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.5. The trademarks, logos and service marks "**Keston by Saraswati Dairy** " displayed on the Site are the property of the Site and other respective persons. The User is prohibited from using any Marks for any purpose including, but not limited to use as metatags on other Sites without the written permission of the Site or such third party which may own the Marks.

10.6. Trademarks that are located within or on the Site otherwise owned or operated in conjunction with the Site shall not be deemed to be in the public domain but rather the exclusive property of the Site, unless such Site is under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of the Company, unless otherwise stated.

11. MODIFIED TERMS

The Company reserves the right at all times to discontinue or modify any of its Terms and/or the Privacy Policy as may be deemed necessary or desirable without prior notification to the User. Further, if the Company makes any changes to the Terms and Privacy Policy and the User continues to use the Site, the User is impliedly agreeing to the Terms and Privacy Policy expressed therein. Any such changes, deletions or modifications shall be effective immediately upon the Company's posting thereof. Any use of the Site by the User after such notice shall be deemed to constitute acceptance by the User of such modifications.

12. TERMINATION

Without limiting other remedies, We may terminate Your Participation, remove Your Information, warn Our community of Your actions, issue a warning, and refuse to provide Our services to You if:

(i) You breach this Agreement or the documents it incorporates by reference;
(ii) We are unable to verify or authenticate any information You provide to Us;
(iii) We believe that Your actions may cause financial loss or legal liability for You, Our users or Us, or subject the Company or You or any other User to regulation by any state or local government or regulatory agency; or
(iv) if We suspect that You have engaged in fraudulent activity in connection with the Site or the Services.

13. MISCELLANEOUS

13.1. If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

13.2. The Terms and the relationship between the User and the Site will be governed by the laws as applicable in India.

13.3. By using the Site, you are agreeing to the terms of the Terms and Conditions thereby consenting to the exclusive jurisdiction and venue of courts in Hyderabad, Telangana, India, in all disputes arising out of or relating to the use of the Site or the Terms and Conditions. Disputes may be referred to Arbitration at the choice of the Company at its sole discretion, which shall then be governed as per the Arbitration and Conciliation Act, 1996 and any amendments thereof.

13.4. The failure of the Site to act with respect to a breach by the User or others does not waive its right to act with respect to subsequent or similar breaches.

13.5. Except as otherwise, expressly provided in these Terms, there shall be no third-party beneficiaries to the same. These Terms constitute the entire agreement between the User and the Site and governs the User's use of the Site, superseding any prior agreements between the User and the Company with respect to the Site.