

PLEASE READ THESE TERMS OF USE, CAREFULLY. BY USING THIS WEBSITE OR APP YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT USE THIS WEBSITE. A TRANSLATION OF THE TERMS IN A DIFFERENT LANGUAGE CAN BE REQUESTED BY USER BY SENDING AN EMAIL REQUEST TO support@deazzle.in.

1. DEFINITIONS:

“User”, “You”, “Your” means any person who browses, views, accesses or uses the App or Website, including Subscribers and Service Providers, wherever applicable;

“Use” or “Using” means to browse, access, view, copy, avail the Services or download or purchase the Products otherwise gain benefit from using the App or Website;

“We”, “Company”, “us” and “our” or “deAzzle” means deAzzle Services Private Limited., having its registered office at Flat No. 101, Vanshree S. No. 94/20, Lane 11, Prabhat Road, Erandwana, Pune - 411004, Maharashtra;

“Website” or “App” means including but not limited to <https://www.deAzzle.in> or mobile or software applications duly owned, operated and maintained by Company in the territory India / Worldwide and which are linked to these Terms.

“Product” means any including but not limited to deals, vouchers, materials, goods or services offered by the Service Providers and made available or facilitated by the Company on the App or Website;

“Subscribers” means the entities which subscribe to the App or Website for availing the Products;

2.INTRODUCTION:

Welcome to our App or Website. This App or Website is owned and operated by deAzzle Services Private Limited, if you (“You”) continue to browse and use this App or Website, You are agreeing to comply with and be bound by these terms and conditions (“Terms of Use”), which together with our privacy policy (“Privacy Policy”) govern deAzzle's relationship with You. If You disagree with any part of these Terms of Use, You may not use this App or Website in entirety.

3.SCOPE OF SERVICES:

App or Website is an exclusive next generation mode of networking between manufacturing companies, distributors, institutional distributors, modern format distributors, merchant exporters, stockists and super stockists (“Service Providers”) and Subscribers and/or Users. The App or Website will act as a platform to allow the Service Providers, who comply with these Terms of Use, to connect and share their business expertise and details with the other Users registered and listed on the App or Website. Although the Subscriber may make connections or enter into certain transactions with other Service Provider through the App or Website, deAzzle shall not be deemed to be involved in such connections or any subsequent transactions between the Subscriber and the Service Providers. As a result, and as detailed in these Terms of Use, Subscriber hereby acknowledge and agree that the App or Website is not a party to such connections or transaction, and has no control over any element of such connections or transaction, and shall have no liability to any party in relation to the same. Your use of the App or Website and the Services provided by the App or Website is at your own risk.

4.SERVICES DESCRIPTION

The App or Website grants You an option to obtain a monthly subscription or premium subscription from the date You access and accept these Terms of Use. The services to be provided by the Company shall be based on the subscription opted by You (“Services”).

The services are subject to the limitation to these Terms of Use. The services are also subject to deAzzle’s Privacy Policy, the Anti-Spam Policy mentioned herein below and the subscription agreement executed between deAzzle and respective Service Provider. deAzzle may discontinue or revise any or all other aspects of the Services at its sole discretion. Updated versions of these Terms of Use will be posted on the App or Website, all changes become effective upon the posting of the revised Terms of Use.

The App or Website provide features that allow Service Providers to grow their business and provide or market the Products in a cost-effective and hassle-free manner by facilitating connections between various companies and distributors and vice versa. You agree that all the Users and the Service Providers shall have access to the details provided by You. Please consider carefully what You choose to share or make public, deAzzle has no responsibility for that fragment.

The Subscribers understand and acknowledge that deAzzle, does not operate, manufactures or offers product and services of its own and understand that deAzzle is merely a facilitator for the Products. The Products are exclusively manufactured, offered or sold by the Service Providers and the Service Provider shall be solely responsible for the Products.

The Products are promotional and marketing materials and shall be subject to their respective specific terms and conditions for which deAzzle and the App or Website shall not be responsible or liable.

deAzzle neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, explanation or statement made on the App or Website in relation to the Products or otherwise.

5.REGISTRATION, PASSWORD:

Subscriber must complete the registration form on the Create Account page in order to use or avail the Products offered by the App or Website. Subscriber may be required to register and create an “Account” with User ID and Password for availing the Products offered through the App or Website. Subscriber agrees that any registration information provided will always be accurate, correct and complete. Subscriber shall be responsible for maintaining the confidentiality of the Account and password and agree to accept responsibility for all activities that occur under the Account. deAzzle reserves the right to refuse registration of, or cancel, Accounts which it deems inappropriate.

6.USER INFORMATION

Those Service Providers, who are desirous of sharing their business details on the App or Website will be required to submit to deAzzle requisite details and documents(“Details”), as may be required by deAzzle or its partners, from time to time, of their establishments/companies/organisations for verification purposes. deAzzle may at its sole discretion and under no obligation, authenticate the Details. Alternatively, the Details may be verified by the partners of deAzzle. DeAzzle reserves the right to store such Details as required for its business purposes. Service Providers agree that, it shall not have right to post the Details directly on the App or Website. deAzzle shall, at its sole discretion, reject certain Details or refuse to post the same on the App or Website, without informing or taking prior consent from the Service Providers.

Users who are registered Service Providers, understand that if they wish to avail the services of certain payment gateways partners of deAzzle (“Payment Gateways”), they shall be required to provide certain KYC documents as required by such Payment Gateways. The Service Providers shall share their KYC documents with deAzzle and deAzzle in turn shall hand over the same to the Payment Gateway for completion of onboarding procedures with Service Providers. Service Providers shall be liable for the authenticity and veracity of the KYC documents and same shall be authenticated and verified by the Payment Gateways. deAzzle shall not be liable for any claims relating to the KYC documents. The Service Providers shall be required to maintain records and details of all the transactions taking place under its account on the Payment Gateways.

7.FEES

The services provided by deAzzle through the App or Website, may be subject to payment of subscription fees, based on the subscription plan (monthly or premium) opted by Service Providers. Once Service Provider selects the subscription plan, appropriate subscription fee if any will be communicated to the Service Provider, on Website or App. Such subscription fees shall be paid in advance and shall be non-refundable. Service Provider agrees that, for any modification to the functionality of the Services including any enhancements to the Services, We shall have the right to charge additional fees.

8. CHARGEBACKS:

The Users agree to provide their complete assistance and cooperation in the event of any chargebacks initiated by a user for any unfulfilled or unsatisfactory services provided by the Service Provider. The Users who are Service Providers are expected to maintain complete records of all the transactions which take place on their accounts. The Service Providers shall be responsible and liable to pay the amounts of Merchant Discount Rate (“MDR”), including any penalties for any unfulfilled or unsatisfactory services. MDR shall be chargeable as per the rates as revised from time to time.

The Service Provider shall provide the supporting documents in respect of a chargeback including but not limited to proof of delivery of services within 2 days of intimation of such chargeback received from deAzzle. In case of non-submission of the supporting documents within the timelines prescribed as above, the amount in respect of such charge back shall be debited from the account of the Service Provider and no claim of the Service Provider shall be entertained in this respect.

The User understands that if there are reasonable grounds to suspect that a transaction has been conducted in breach of any applicable laws, the Payment Gateway shall be entitled to suspend / withhold the payments under such transaction(s), pending enquiries by the applicable authorities and resolution of such issues.

The Users understand that deAzzle only facilitates transactions by providing a platform and shall not be held responsible or liable for any transaction or chargeback amounts.

9.CONTENT AVAILABLE:

You acknowledge that deAzzle does not make any representations or warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images (collectively, the “Content”) which You may have access to as part of the Products, or through your use of the App or Website. Under no circumstances, deAzzle is liable for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the

use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the App or Website. You understand that by using the App or Website, You may be exposed to Content that is offensive, indecent, or objectionable.

You agree that You are solely responsible for your reuse of Content made available through the App or Website.

Subscribers agree that the Products are provided directly by the Service Providers and are subject to the terms and conditions of the respective Product. The Subscribers shall carefully read the terms and conditions attached to particular Products, deAzzle shall be under no obligation, liability or responsibility whatsoever in respect of any loss or damage arising directly or indirectly out of any transaction that takes place between a Subscriber and a Service Provider.

The Subscribers understand and acknowledge that the Products are offered by the Service Providers and not by deAzzle, therefore deAzzle does not guarantee the delivery, quantity or quality of Products.

You understand that the information provided through the App or Website is just assessment and is given out on a no-loss basis.

10. CONTENT SUPPLIED:

Users and Service Providers represent, warrant, and agree that no Content/Details shared by them with deAzzle (“your Content”), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

Users and Service Providers grant deAzzle a personal, limited, revocable, non-transferable and nonexclusive right to use the Contents and Details including but not limited to trademarks, service marks, logos etc. submitted by them, Users and Service Providers also grant DeAzzle the right (i) to display their Contents and Details on the App or Website (ii) promote or distribute it for the access of other Users or Service Providers.

11. LINKS TO THIRD PARTY SITES:

The App or Website may contain links to other websites owned and operated by third parties who are not related to the Website (“Linked Websites”). The Linked Websites are not under the control of deAzzle and deAzzle is not responsible for the content of any Linked Websites or any hyperlink contained in a Linked Website and makes no representation or warranty with respect to the content of any such third party sites.

deAzzle provides these links to You as a convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by deAzzle. Your link to any such Linked Website is entirely at your own risk. deAzzle is not a party to any transaction between You and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of that site.

The App or Website may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation by of the relevant advertiser, its products or services. You are referred to the relevant advertiser for all information regarding the advertisement and its products and/or services. deAzzle accepts no responsibility for

any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

12.ACCESS TO THE WEBSITE:

By registering for an Account through the App or Website, Subscriber represents and warrants that has attained the age of majority (wherever applicable) as per the applicable law to which the Subscriber is subject to.

Registration: Subscriber shall (a) only provide accurate and current information, (b) maintain the security of its passwords and identification, (c) promptly update the email address listed in connection with its Account, and (d) be fully responsible for all uses of the Account. Subscriber must not set up an account on behalf of another individual or entity unless it has been authorized to do so.

User and the Service Provider shall not be deemed to be a member shareholder or affiliate of DeAzzle for any purposes whatsoever.

Termination: deAzzle reserves the right to modify or discontinue the Account at any time for any breach of the obligations under this Terms of Use.

13.OWNERSHIP

You acknowledge that the App or Website contains proprietary material of deAzzle which is protected by copyright and other laws respecting proprietary rights. deAzzle retains all rights in the material and media, including (without limitation) all copyright and other proprietary rights worldwide in all media. Any routine and/or systematic redistribution of any portion of the products licensed herein is expressly prohibited. You may not and may not permit others to: reproduce, publish, distribute, sell, or otherwise access or use any material retrieved from or contained in or on the App or Website in any manner whatsoever that may infringe any copyright or proprietary interest of deAzzle. You also agree not to distribute, rent, sublicense, lease, transfer or assign the information or these Terms of Use; decompile, disassemble, or otherwise reverse-engineer the App or Website or information contained in the App or Website.

During the tenure of these Terms of Use or thereafter, You shall not register or apply for registration directly or indirectly any intellectual property or any intellectual property right similar to deAzzle's intellectual property rights

Subject to these Terms of Use, the ownership of the Contents shall remain with the respective User and the Users shall be solely responsible for any claims that may arise from the use of the Contents.

You understand and acknowledge that the service uses certain software provided under third party license terms (the "Ancillary Software"). Ancillary Software is copyrighted and owned by their respective copyright holders whose copyrights are acknowledged in Annexure I of these Terms of Use. You acknowledge that the use of such Ancillary Software is subject to the license terms of such Ancillary Software, as made available for your ready reference in Annexure I, and that the Ancillary Software is provided on an "As Is" basis.

14.PROHIBITED CONDUCT:

You agree not to engage in any of the following activities:

Violating laws and rights:

You may not (a) use the App or Website for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

Solicitation:

You may not use the App or Website or any information provided through the App or Website for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

Disruption:

You may not use the App or Website in any manner that could disable, overburden, damage, or impair the App or Website, or interfere with any other party's use and enjoyment of the App or Website; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the App or Website, or violating any regulation, policy, or procedure of any network, equipment, or server.

Harming others:

You may not share or transmit Contents or Details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

You may not intimidate or harass another through the App or Websites.

Impersonation or unauthorized access:

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the App or Website;

You may not use or attempt to use another's account or personal information; and, You may not attempt to gain unauthorized access to the App or Website, or the computer systems or networks connected to the App or Website, through hacking password mining or any other means.

15.ANCILLIARY SERVICES

You may get access to Site Message boards, chat rooms, forums, blogs, e-mail and other features (the "Ancillary Services") that are offered from time to time on the App or Website and may be operated by us or by a third party on our behalf. You shall not (nor cause any third party to) use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism, or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities, falsely stating or otherwise misrepresenting your affiliation with a person or entity. You shall not use the message boards, chat rooms, e-mail to express your concerns or differences with a specific Service Providers.

You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions by You on the Account.

16.SUPPORT:

The Company shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of [12:00 AM to 2:00 AM IST]; and

(b) unscheduled maintenance performed outside normal business hours as a result of internet outage, power outage or any other unforeseeable event.

The Company will, as part of the services and at no additional cost to You, provide You with the Company's standard customer support services during normal business hours, in accordance with the Company's Subscription Plan. The Company may amend the support services policy in its sole and absolute discretion from time to time.

Company shall not be liable or responsible for any down time or unavailability due to the acts or omission or down time at the end of merchants or third party service providers of the Company.

17.DEALINGS WITH ORGANISATIONS AND INDIVIDUALS:

Subscriber acknowledge and agree that the App or Website shall not be liable for its interactions with any Service Providers on the App or Website. This includes, but is not limited to, payment and delivery of goods and services, including Product and any other terms, conditions, warranties or representations associated with any interaction it may have with other Service Providers. These dealings are solely between the Subscriber and the respective Service Provider. Subscriber agrees and acknowledges that deAzzle shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between Service Providers and the Subscriber or any third party, Subscriber understand and agree that deAzzle is under no obligation to become involved in such dispute. In the event that Subscriber has a dispute with one or more other Service Providers, it hereby releases deAzzle, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our App or Website.

18.CHANGE IN TERMS:

deAzzle reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently the App or Website (or any part thereof) with or without notice. Further, deAzzle reserves the right to change these Terms of Use at any time and to notify You by posting an updated version of the Terms of Use on the App or Website. You are responsible for regularly reviewing the Terms of Use. Continued use of the App or Website after any such changes shall constitute your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use; any policy or practice of ours in operating the App or Website or any Content available through the App or Website, is to stop visiting and using the App or Website.

19.DISCLAIMER OF WARRANTIES:

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP OR WEBSITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE APP OR WEBSITE AND THE SERVICES THEREIN ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW DEAZZLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP OR WEBSITE THE SERVICES AND YOUR USE THEREOF. DEAZZLE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES AND THE PRODUCTS OR THE APPS OR WEBSITE'S CONTENT OR THE DETAILS AND CONTENTS SHARED BY THE SERVICE PROVIDERS OR THE CONTENT OF ANY THIRD PARTY WEBSITES LINKED TO THE APP OR WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP OR WEBSITE AND THE PRODUCTS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND THE PRODUCTS OFFERED BY SERVICE PROVIDERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP OR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP OR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP OR WEBSITE OR THE SERVICE. DEAZZLE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP OR WEBSITE OR ANY HYPERLINKED APP OR WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DEAZZLE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER SERVICE PROVIDERS AND/OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

20.LIMITATION OF LIABILITY:

IN NO EVENT SHALL DEAZZLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF DEAZZLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE APP OR WEBSITE OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE APP OR WEBSITE OR THE SERVICE OR THE PRODUCTS OFFERED BY SERVICE PROVIDERS, FROM INABILITY TO USE THE APP OR WEBSITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE APP OR WEBSITE OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR THE PRODUCTS OR RENDERED THROUGH OR ADVERTISED IN CONNECTION WITH THE APP OR WEBSITE OR THE SERVICES OR ANY LINKS ON THE APP OR WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APP OR WEBSITE OR THE SERVICES OR ANY LINKS ON THE APP OR WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT DEAZZLE SHALL NOT BE LIABLE FOR DETAILS AND CONTENTS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THE APP OR WEBSITE IS CONTROLLED AND OFFERED BY THE DEAZZLE FROM ITS FACILITIES IN INDIA.

21.INDEMNIFICATION:

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to: (i) Details and Contents that you submit or transmit (ii) your violation of any rights of any other person in connection with the APP or Website, (iii) infringement of any third party intellectual property rights, (iv) any breach of the terms and conditions of this Terms of Use, (v) any breach of applicable law (vi) any representation and warranties made in this Terms of Use and (vi) transactions (present and subsequent) between Subscriber and the Service Providers.

22.ANTI-SPAM POLICY

You certify that you will use and access the App or Website in accordance with these Terms of Use. You are forbidden to transmit unsolicited commercial email (spam) by using and accessing the App or Website. Additionally, You are required to reconfirm (permission pass) or stop mailing an existing list when it is determined to be in violation of our anti-spam policy. Repeated violations or failures to comply with this anti-spam policy will result in termination of your access to the App or Website. You agree and acknowledge that, we shall not be held liable for any claim that may arise due to your violation of this anti-spam policy.

23.PRIVACY POLICY:

deAzzle is committed to responsibly handling the information and data we collect through the App or Website in compliance with our Privacy Policy. Please review the Privacy Policy so you are aware of how we collect and use your personal information. Our Privacy Policy is located at [Privacy Policy](#)

24.TERMINATION

If You wish to terminate this Agreement, You may immediately stop accessing or using the App or Website. You understand that in such an event, the deAzzle shall not be liable to refund any Subscription Fees paid by You.

Your right to access and use the App or Website terminates automatically upon your material breach of any of the terms of these Terms of Use.

Survival: The disclaimer of warranties, the limitation of liability, indemnity and the jurisdiction and applicable law provisions will survive any termination.

25.PRODUCT REFUND POLICY AND CANCELLATION

The Products offered on the App or Website shall be subject to the refund and cancellation policy of the respective Service Provider. These policies could be available to the Users at the Product display page on the App or Website. The Users may refer to these policies where the Products are displayed on the App or Website. You agree and acknowledge that the Company does not have any specific cancellation policy and subsequently Company shall not be liable, responsible for any refunds, chargebacks, cash backs, penalties, fines, in relation to such cancellation or claims arising out of such transactions or cancellations.

26.MISCELLANEOUS TERMS

Choice of Law and Jurisdiction: These Terms of Use are governed by and construed according to the laws of India, the acceptance of the Terms of Use shall be deemed to have been given at Pune, Maharashtra, India and the courts in Pune will have exclusive jurisdiction to entertain any proceedings

in any way relating to or concerning these Terms of Use or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.

No waiver: deAzzle's failure to insist on or enforce strict performance of any of the terms of these Terms of Use will not be construed as a waiver of any provision or right.

Severability: If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

No agency relationship: You agree that no joint venture, deAzzle, employment, or agency relationship exists between You and deAzzle as a result of these Terms of Use or from your use of the App or Website or the Services.

Entire Agreement: These Terms of Use, Privacy Policy and Subscription Agreement constitute the entire agreement between You and deAzzle relating to this subject matter and supersede any and all prior communications and/or agreements between You and deAzzle relating to this subject matter.

Annexure I- Ancillary Software Licenses and Acknowledgements

This document enlists the third party and open source components used in providing the services, as follows:

1. Apache License Version 2.0

You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

2. BSD License

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS

INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

3.MIT License

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

4.Google API Terms of Service

The Google Fonts API are governed by the Google API Terms of Service available at <https://developers.google.com/terms/#d-subidiaries-and-affiliates>

The Google Maps API are governed by the Google Maps API Terms of Service available at <https://developers.google.com/maps/terms>

5.License: Python 2.7.11

"Copyright © 2001-2016 Python Software Foundation;

You may obtain a copy of the License at <https://docs.python.org/2.7/license.html>

Python 2.7.11 available to Client on an "AS IS" basis. PSF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, PSF MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF PYTHON 2.7.11 WILL NOT INFRINGE ANY THIRD PARTY RIGHTS. PSF SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER USERS OF PYTHON 2.7.11 FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF MODIFYING, DISTRIBUTING, OR OTHERWISE USING PYTHON 2.7.11, OR ANY DERIVATIVE HEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Note: Please be advised that the Ancillary Software licenses set forth hereinabove are only applicable to the extent of use of such Ancillary Software and do not modify or, in any way, affect the proprietary terms relating to the Website and Application set forth in these Terms of Use.