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This document is published and shall be construed in accordance with the provisions of rule 3 (1) of The Information Technology (Intermediaries Guidelines) Rules, 2011 under The Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the website/application designed to run on personal computers, smartphones and tablets.

Please read these terms carefully before using or registering on the website, application, or accessing any material, information, or services through the website or the application. By clicking the acceptance button or accessing, or using any part of the website, the application or the services, the user expressly agrees to and consents to be bound by all of the terms, as may be updated from time to time. If the user does not agree to all of the terms, the user will not be able to access the services provided herein.

TERMS OF USE

1. GENERAL

- 1.1 These Terms of Use (“**Terms**”) shall be applicable to all users (“**Users/you/your**”) who use the website - <https://www.asnlindia.com/> and/or the application designed to run on smartphones and tablets, by the name and style of – ASNL INDIA (collectively referred to as the “**Platform**”) or any products or services in connection with the Platform (collectively referred to as the “**Services**”), which is owned and operated by ASNL India Private Limited having its registered office at No. 108, Swastik Central, Neeligin Road, New Cotton Market, Hubballi, Dharwad – 580029, Karnataka, India (“**Company/we/us/our**”).
- 1.2 By accessing the Platform or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms including any future modifications hereto and the privacy policy (“**Privacy Policy**”) available at www.asnlindia.com or any other agreement/terms/policies that

governs your use of our Platform and/or the Services (collectively the “**Agreements**”). We reserve the right to amend, update or change these Terms at any time. Your use of the Platform and our Services shall signify your acceptance of these Terms, as may be amended from time to time, and your agreement to be legally bound by the same. If you do not agree to abide by these Terms, you are not authorized to use, access or participate in the Platform and/or the Service.

- 1.3 You shall at no time have more than one active account on the Platform. Further, any access to our Platform and/or the Services through registration is non-transferable.

2. DESCRIPTION OF SERVICES

- 2.1 The Company is a marketing and direct selling company engaged in the business of selling healthcare, personal care, agriculture, veterinary, homecare, etc. products. The Platform is a technology solution offered by the Company to its Users who are the direct sellers of the Company. The Platform facilitates the online sale and purchase of the products offered by the Company / the Company’s affiliates / registered merchants / vendors / service providers at a discounted price (“**Products**”). The Services of the Platform are offered to the Users through various modes which shall include issue of coupons and vouchers that can be redeemed for purchasing various Products.

3. MEMBERSHIP ELIGIBILITY

- 3.1 Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Platform and all our Services. Persons who are minors, un-discharged insolvents etc. are not eligible to register for our Services. We will not be responsible for any consequence that arises as a result of misuse of any kind of our Platform or our Services that may occur by virtue of any person including a minor registering for the Services provided. By using the Services, you warrant that all the data provided by you is accurate and complete. We reserve the right to terminate your registration and/or refuse to provide you with access to the Services if it is discovered that you are under the age of 18 (eighteen) years or any information provided by you is inaccurate or incomplete. You acknowledge that we do not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required qualification.

4. USER ACCOUNT AND REGISTRATION OBLIGATIONS

- 4.1 In order to access the Services and to avail the use of the Platform, you shall

be required to register yourself with the Platform, and maintain an account (“**Account**”) on the Platform. You will be required to furnish certain information and details, including your name, age, mobile number, PAN number, Unique Identification Number / Aadhar Number, e-mail address, residential address, payment information (credit/debit card details) if required, and any other information deemed necessary by us (“**Account Information**”). With respect to the Account and the Account Information, the following may be noted:

- a. It is your sole responsibility to ensure that the Account Information provided by you is accurate, complete and latest.
 - b. You shall be responsible for maintaining the confidentiality of the Account Information and for all activities that occur under your Account. You agree to, (a) ensure that you successfully log out from your Account at the end of each session; and (b) immediately notify us of any unauthorized use of your Account. If there is reason to believe that there is likely to be a breach of security or misuse of your Account, we may request you to change the password or we may suspend your Account without any liability to us, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from your failure to comply with this provision.
 - c. You acknowledge that your ability to use your Account is dependent upon external factors such as internet service providers and internet network availability and we cannot guarantee accessibility to the Platform and/or the Services at all times. In addition to the disclaimers set forth in this Terms, we shall not be liable to you for any damages arising from your inability to log into your Account and access the Services of the Platform at any time.
- 4.2 Upon creation of your Account, you will be allocated a unique identification number. You shall be required to make a reference to the said unique identification number during all communications with the Company. It is hereby clarified that against each contact number / PAN, only 1 unique identification number shall be generated / allocated.
- 4.3 In case you wish to update or correct the information provided by you, you may do so by writing to us at asninfo@asnindia.in.
- 4.4 Use of another user’s account information for availing Services is expressly prohibited.
- 4.5 You agree that if you provide any information that is untrue, inaccurate, not

current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the these Terms, we shall have the right to indefinitely suspend or terminate or block access of your membership on the Platform and refuse to provide you with access to the Platform and the Services.

- 4.6 It is hereby clarified that there are no charges imposed by the Company on the User for registering on the Platform.

5. PAYMENT TERMS, PROCESSING OF PAYMENT AND TAXES

- 5.1 While browsing the Platform, the Products that you wish to purchase can be added to the cart and payment towards the same can be made during checkout.

- 5.2 In order to process the payment towards the Products purchased by you, we may hire the services of third party payment gateway service providers and such service providers shall require details of your bank account, credit/debit card number and other such financial information. You are directed to check the Privacy Policy on how the confidential information provided by you shall be used.

- 5.3 All financial transactions made in connection with the Service, will be processed by third party service providers in accordance with their respective terms of use, privacy policy and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third parties. In no event will we be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

- 5.4 Payment towards the Products purchased by you shall be calculated solely based on records maintained by us or our third-party billing provider. No other information of any kind shall be acceptable by us or have any effect under these Terms. Our decision shall be final and binding in relation to any payments made by you towards the Products.

- 5.5 We will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Products.

- 5.6 While availing any of the payment method/s available on the Platform, we will not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you, due to:

5.6.1 lack of authorization for any transaction(s), or

- 5.6.2 exceeding the present limit mutually agreed between yourself and the bank(s), or any payment issues arising out of the transaction, or
- 5.6.3 decline of transaction for any other reason(s) whatsoever.
- 5.7 All payments made against the Services on the Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Platform shall not facilitate transaction with respect to any other form of currency with respect to the transactions made on the Platform except in accordance with our existing billing policies.
- 5.8 You shall independently obtain tax advice (direct and indirect) and promptly pay, all taxes of any kind (including but not limited to sales and service taxes, as may be applicable) associated with these Terms or your receipt of the Services.
- 5.9 Any return or exchange of the Products shall be in accordance with the Refund and Return Policy and the Exchange Policy available at www.asnlindia.com.
- 5.10 We reserve the right to impose limits on the number of transactions or payments which we may receive from an individual's valid credit/debit/cash card/valid bank account and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment by an user during any time period, and reserve the right to refuse to process transactions exceeding such limit.
- 5.11 We reserve the right to refuse to process transactions by users with a prior history of questionable charges including without limitation breach of any agreements by user with us, or breach/violation of any law or any charges imposed by issuing bank or breach of any policy.
- 5.12 We may conduct background checks as we deem fit before approving the receipt of any users commitment to pay payments, for security or other reasons at our sole discretion. As a result of such check if we are not satisfied with the creditability of any user or genuineness of the transaction, we will have the right to reject such user's commitment to make payments.
- 5.13 You acknowledge that we will not be liable for any damages, interests or claims, losses resulting from or suffered on account of not processing a transaction/payments or any delay in processing a transaction, which is beyond our control.
- 5.14 User agrees that the billing credentials provided by you for purchase of the Products from us will be accurate and you shall not use billing credentials that

are not lawfully owned by you.

6. OWNERSHIP OF THE SERVICE CONTENT

- 6.1 Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Platform and/or the Services, and any changes, modifications, or corrections thereto, are our proprietary property (“**Service Content**”). No Service Content may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining our prior written permission and nothing on the Platform and/or in the Services shall be or deemed to confer a license of or any other right, interest or title to or in any of our intellectual property rights, to you. Certain contents on the Platform may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party, if applicable. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and you are not permitted to use the same without the consent of the respective third party.

7. ACCESS TO THE PLATFORM AND USE OF THE SERVICES

- 7.1 Your access to the Platform and/or use of the Services is solely for your personal use. Any use of the Platform and/or the Services or their contents other than for personal purposes is prohibited. Your personal use of the Platform and/or the Services shall be subjected to the following restrictions:
- a. You may not decompile, reverse engineer, or disassemble the contents of the Platform and/or the Services or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform and/or the Services, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Platform and/or the Services.
 - b. You will not (a) use the Platform and/or the Services for non-personal use, or (b) advertise or sell the Platform and/or the Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Platform and/or the Services in any way that is unlawful, or harms us or any other person or entity as determined by us.

- c. You shall not be permitted to perform any of the following prohibited activities while accessing the Platform and/or availing our Services:
- i. making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - ii. stalking, intimidating and/or harassing another and/or inciting other to commit violence;
 - iii. transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
 - iv. interfering with any other person's use or enjoyment of the Platform and/or the Services;
 - v. making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
 - vi. make available any content or material that you do not have a right to make available under any law or contractual or fiduciary relationship, unless you own or control the rights thereto or have received all necessary consents for such use of the content;
 - vii. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - viii. post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Platform and/or the Services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other users without their consent;
 - ix. access or use Platform and/or the Services in any manner that could damage, disable, overburden or impair any of the Platform's servers or the networks connected to any of the servers on which the Platform is hosted;
 - x. intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Platform and/or the Services, violate any requirements, procedures, policies or regulations of networks connected to the Platform and/or the Services, or engage in any activity prohibited

- by these Terms;
- xi. disrupt or interfere with the security of, or otherwise cause harm to, the Platform and/or the Services, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Platform and/or the Services or any affiliated or linked sites;
 - xii. interfere with, or inhibit any user from using and enjoying access to the Platform and/or the Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Platform and/or the Services;
 - xiii. use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Platform and/or the Services, to access, acquire, copy or monitor any portion of the Platform and/or the Services, or in any way reproduce or circumvent the navigational structure or presentation of the Platform and/or the Services, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Platform and/or the Services;
 - xiv. alter or modify any part of the Platform and/or the Services;
 - xv. use the Platform and/or the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
 - xvi. violate any of the terms specified under the Terms for the use of the Platform and/or the Services.

8. SUBMISSION OF USER CONTENT

- 8.1 In the event that you submit any content on the Platform, including but not limited to any ratings, reviews, information, data, text, photographs, audio clips, audiovisual works, translations, flashcards or other materials (“**User Content**”), you hereby grant us a worldwide, non-exclusive, royalty-free, sub-licensable, assignable, perpetual, irrevocable and transferable license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute in any and all media or distribution methods (now known or later developed), merge, create derivative works from, incorporate such User Content into other works and sublicense through multiple tiers. You represent that you own or have secured all legal rights necessary for the User Content submitted by you to be used by you, the Company, and others as described and otherwise contemplated in these Terms.

9. ADDITIONAL TERMS

- 9.1 In the preparation of the Platform, the Services and the contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, we disclaim any responsibility for any errors and accuracy of the information that may be contained in the Application. Your feedback is most welcome to make the Platform and contents thereof error free and user friendly. We also reserves the right and discretion to make any changes/corrections or withdraw/add services and/or contents on the Platform at any time without notice. No warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Platform for any particular purpose, shall be provided by us or any third party. You acknowledge that such information and materials available on the Platform may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 9.2 The Platform provides you information regarding and access to purchase the Products. Such information is provided on an ‘as is’ basis and we assume no liability for the accuracy or completeness or use or non obsolescence of such information. We shall not be liable to update or ensure continuity of any such information contained on the Platform. We will not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information. From time to time, the Platform may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to the Platform from another website or document without our prior written consent.
- 9.3 Certain contents in the Platform and/or Services (in particular relating to the Products) may contain opinions and views. We shall not be responsible for such opinions or any claims resulting from them. Further, we make no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
- 9.4 Some parts of the Services are interactive, and we encourage contributions by users, which may or may not be subject to editorial control prior to being posted. We accept no responsibility or liability for any material communicated by third parties in this way. We reserve the right at its sole discretion to remove, review, edit or delete any content. Similarly, we will not be responsible or liable for any content uploaded by users directly on the Platform, irrespective of whether we have certified any answer uploaded by the user. We would not be responsible to verify whether such

questions/answers or contents placed by any user contain infringing materials or not.

- 9.5 Based on any form of access to the Platform or Services or registrations through any source whatsoever, we may contact you through sms, email and call, to give information about the Products as well as notifications on various important updates. You expressly grant us such permission to contact you through telephone, SMS, e-mail irrespective of whether you have registered your number on the Do not Call (DNC) registry. You hold us indemnified against any liabilities including financial penalties, damages, expenses in case your mobile number is registered with the Do Not Call (DNC) database. By registering yourself, you agree to make your contact details available to our employees, associates and partners so that you may be contacted for education information and promotions through telephone, SMS, email etc. If you no longer prefer to receive any non-essential communications such as promotional and marketing-related information, you may unsubscribe/opt-out by following the instructions available on the Platform. Although the changes to your account will be processed as quickly as possible within a reasonable amount of time, please understand that you may receive certain communications until these changes have been processed. Also, note that opting-out does not apply to any communications necessary for the processing of the Services.
- 9.6 You acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or conditions of the Platform and/or the Services and that you have relied solely on the investigations, examinations and inspections as you have chosen to make and that we have afforded you the opportunity for full and complete investigations, examinations and inspections.
- 9.7 Upon registration through any means whatsoever, we may contact you through the registered mobile number or e-mail or any other mobile number or contact number or email provided by you to enable effective provision of Services. Further, we shall have the right to monitor the download and usage of the Platform, the Services and the purchase of the Products by yourself, to analyse such usage and discuss the same with yourself to enable effective and efficient usage of the Services.
- 9.8 While we have made efforts to train our direct sellers in the sales and services relating to our Services to enable quality control, we make no warranties or representations whatsoever regarding the quality and competence of such direct sellers and will not be responsible for any deviant behaviour of any such direct sellers. Your feedback relating to the same is most welcome and we reserves the right and discretion to take any action in this regard.

- 9.9 Access to certain elements of the Services may be subject to separate terms, conditions and fair usage policy. We reserve the right to determine the criteria for provision of various elements of Services to the different categories of users based on our policies. Hence, registration on the Platform or availing the Services do not automatically entitle you to any and all elements of the Services provided on the Platform and we shall be entitled to exercise our discretion while providing access to and determining continuity of certain elements of the Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of our Services at our discretion. We reserve the right to change the Products from time to time without assigning any reasons or providing any notice.
- 9.10 The Platform, Services and the content, are compatible only with tablets/instruments/hardware suggested by us and no other instrument. We shall not be obligated to provide workable Services for any instruments that are not recognized by us or those instruments that may be purchased from any third party which are not compatible with our Services.
- 9.11 We shall not be responsible for any loss or damage caused to computer/laptop/cellphone/tablet or any other hardware and/or software and/or instrument, including loss of data or effect on the processing speed, resulting from your use of the Services.
- 9.12 We have the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Platform or the Services as we deem fit at any time without notice. Further, we have the right to amend these Terms from time to time without prior notice to you. We make no commitment, express or implied, to maintain or continue any aspect of the Platform. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Platform and/or the Services. All prices of the Products are subject to change without notice.
- 9.13 Except as expressly provided in these Terms, no part of the Platform and/or the Services, may be downloaded, recorded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, portal, website, app or other medium for publication or distribution or for any commercial enterprise or for commercial purposes or otherwise.

10. LICENSE

- 10.1 Subject to these Terms and the Agreements, if any, we grant you a limited, revocable, non-assignable, non-transferable and non-exclusive right and

license to access and use the Platform and/or the Services on a compatible device that you own or control.

11. INDEMNIFICATION

- 11.1 You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the Platform and/or the Services; (ii) Your violation of any term of these Terms or any other policy of the Company; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your use of the Platform and/or the Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.

12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE IN THE MONTH PRIOR TO WHEN THE LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

13. REMEDIES

- 13.1 In the event of your breach of these Terms, you agree that the Company will

be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

14. THIRD-PARTY LINKS, SITES AND SERVICES

- 14.1 The Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from us, you understand that these terms and conditions do not apply to your use of such sites. You expressly acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.
- 14.2 The Service may include advertisements, which may be targeted to the Service Content or information on the Service, or other information. The types and extent of advertising on the Service are subject to change. In consideration for the Company granting you access to the Platform and use of the Service, you agree that the Company and its third party providers and partners may place advertising on the Platform.

15. TERMINATION

- 15.1 Any violation by you of the terms herein, may result in immediate suspension or termination of your Account; apart from any legal remedy that we can avail. In such instances, we may also disclose your Account Information, if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.
- 15.2 You may terminate your Account at any time by following the instructions available on the Platform.
- 15.3 On termination of your Account due to any reasons whatsoever, you shall no longer have access to your User Content.
- 15.4 Termination or expiration of your Account shall, neither limit us from pursuing other remedies available to us, nor shall you be relieved of your obligation to pay all monies that are due and owing under these Terms to the effective date of termination. We shall not be liable to you for any damages

resulting from termination of your Account.

16. GOVERNING LAW AND JURISDICTION

- 16.1 These Terms and all transactions entered into on or through the Platform and the relationship between you and the Company shall be governed in accordance with the laws of India without reference to conflict of laws principles.
- 16.2 You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Platform, these Terms, the Agreement(s) or any transactions entered into on or through the Platform or the relationship between you and the Company shall be subject to the exclusive jurisdiction of the courts at Hubballi, Karnataka, India and you hereby accede to and accept the jurisdiction of such courts.

17. DISCLAIMER

- 17.1 THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY US ARE PROVIDED TO YOU ON AN "AS IS" BASIS. COMPANY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. YOUR USE OF ANY INFORMATION OR MATERIALS ON THIS PLATFORM/SERVICES IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS.

18. MISCELLANEOUS

- 18.1 **Notice:** All notices served by the Company shall be provided via email to your Account or as a general notification on the Platform. Any notice to be provided to us, should be sent to asnlinfo@asnlinia.in.
- 18.2 **Entire Agreement:** The Terms, along with the Privacy Policy, any Agreements and any other guidelines made applicable to the Platform and/or Services from time to time, constitute the entire agreement between the Company and you with respect to your access to or use of the Platform and the Services thereof.
- 18.3 **Assignment:** You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. Our rights under the Terms are freely transferable by us to any third parties without the requirement of seeking your consent.
- 18.4 **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- 18.5 **Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.
- 18.6 **Relationship:** You acknowledge that your participation on the Platform does not make you an employee or agency or partnership or joint venture or franchise of the Company.
- 18.7 **Review of these Terms:** We have provided these Terms so that you are aware of the terms that apply to your use of the Platform and/or the Services. You acknowledge that, you have been given a reasonable opportunity by us to review these Terms and that you have agreed to them.
- 18.8 **Force Majeure:** If performance of any service or obligation under these Terms or other Agreement by the Company is, or other third parties in fulfillment of any purchase or sale transaction (for e.g.: fulfillment center, payment gateways etc.) are prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, epidemic, pandemic, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any

such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Clause, which are beyond the reasonable control of the Company or its third parties performing such services as sub-contractor to the Company and could not have been prevented by reasonable precautions (each, a "**Force Majeure Event**"), then we shall be excused from such performance to the extent of and during the period of such Force Majeure Event. We shall exercise all reasonable commercial efforts to continue to perform our obligations hereunder.

- 18.9 **Retention and Removal:** We may retain such information collected from you from the Platform and/or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the applicable law. Computer web server logs may be preserved as long as administratively necessary.
- 18.10 **Survival:** The provisions of these Terms relating to the protection and enforcement of our proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive the termination of your Account.
- 18.11 **Feedback:** Any feedback you provide with respect to the Platform and/or the Services shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yourself or of the third parties; (ii) we not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Platform may have something similar to the feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances, unless specified. Under no circumstances shall we be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Platform.