



**Aracuda**

Address : Aracuda address1, address2, address3

## Terms and Conditions

### Agreement

Please read these terms of use ("Terms"), a legal agreement between ARACUDA, a company having its principal place of business in Rajasthan, India (hereinafter "Company" or "we" or similar) of the first part AND the Partner (defined below) of the second part (hereinafter collectively referred to as "you", "yours" or "Partner"). The Terms shall govern the use of and access to (the "Website") and the Aracuda technology platform accessible through desktops, mobile phones, smartphones, and tablets (the "Application") which offers an Inspection marketplace for outsourcing Inspection services connecting "Client(s)" (defined below) with Partners and offering various "Services" (defined below) as may be introduced by the Company from time to time. The Company is the owner of the Website and Application offered to the Partner(s). The Website and the Application and all promotional, marketing, and other activities associated therewith shall collectively be referred to as "Platform"/"ARACUDA Platform". Please carefully go through these Terms and the privacy policy available at [www.aracuda.com](http://www.aracuda.com) ("Privacy Policy") before you decide to access or use the ARACUDA Platform made available by the Company. These Terms and the Privacy Policy together constitute a legal agreement ("Agreement") between you and the Company in connection with your access and use of the ARACUDA Platform. By clicking "sign up" or the 'I accept' tab at the time of registration, or by entering into an agreement with the Company to offer Services as set out in these Terms, or through the continued use or accessing the ARACUDA Platform, you agree to be subject to these Terms. We request you to please read these Terms carefully and do not click "Create an account", "sign up" or "I accept" or continue the use of the ARACUDA

Platform unless you fully agree with these Terms.

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## Definitions:

As used in these Terms, the following terms shall have the meaning set forth below:

- “Bid” shall mean the proposal that the Partner submits in response to the Project posted by the Client on the ARACUDA Platform. As per the Terms of Use, every bid submitted by the Partner shall be routed only through the ARACUDA Platform.
- "Confidential Information" shall mean all information and materials furnished by a party which,
  1. if in written format, is marked as confidential, or
  2. if disclosed verbally, is noted as confidential at the time of disclosure, or
  3. in the absence of either (a) or (b), is information that a reasonable party would deem to be non-public information and confidential.

Confidential Information shall include, but not be limited to, the Client Information, such as details about the Project, such as specific requirements, specifications, and description of services mentioned in the Project; all types of data, information, ideas, processes, procedures, software specifications, technical processes, product designs, financial information, business plans, projections, marketing data, and other similar information provided by one party to the other; documentation, the existence, and contents of this Agreement or agreements between ARACUDA, Client, and Partner, whether such is transmitted in writing, orally, visually (e.g. video terminal display) or on magnetic media, and shall include all proprietary information, customer and prospect lists, trade secrets, or proposed trade names, know-how, concepts, drawings, flow charts, diagrams, and other intellectual property relating to the subject matter of this Agreement.

- “Client” means anyone who signs up and registers as a customer by creating an Account through the ARACUDA Platform and who posts Projects.
- "Client Information" means information regarding Clients, which includes information such as name and address, legal status, nature of business, company information, details of the Project, etc.
- “Effective Date” means the date on which you accept these Terms by clicking ‘Log in’ ‘Sign Up’, or ‘I Accept’ or entering into an agreement with the Company

- “Nodal Account” means such bank account maintained by ARACUDA so as to hold the payments payable by the Client to the Partner for their Services in a Project, and from which account the Partner shall be paid for the Service upon completion of the Project or as per a timeline mutually agreed upon by the Client and Partner.
- “Project” shall mean the assignment for which the Client wishes to engage the Services offered on the ARACUDA Platform through the Partners who have registered therein and which may include details such as project type, category, and sub-category, duration, project value, key deliverables, milestones & payment details, location (and whether the project can be completed remotely), scope of work, a project description, which is provided by a Client to the Partners so that they can Bid for the Project.
- “Service” means services offered on the ARACUDA Platform through Partners who specialize in relevant fields required for the Projects posted by the Clients such as digital services, hiring developers, mobile and web development, software development, IT services, BPOs, KPOs, and such other services as the Company may offer from time to time.
- “Partner” could include a complete agency itself which specializes in offering Services for which the Project is posted or duly qualified and experienced professionals working in that agency depending upon the nature and scope of the Project. The Client could either hire an agency or resources from the agency depending upon the requirements of the Project.
- “Partner Information” means information pertaining to name, address, documents such as certificates/licenses/registrations to verify the legal status, expertise in a specific field, copies of certificates/degrees/qualification/certifications in the area of specialization and expertise, professional memberships, and such other information/documents that the Company may require to be submitted from time to time or as the case may be, etc.
- “Project Agreement” means an Agreement entered into by the Partner and Client before the Partner starts to offer Services to the Client and which may be either provided by the Company or furnished by the Client or Partner as the case may be.
- All other capitalized terms shall have the meaning ascribed to them in the Other Terms.

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## **Registration as Partner:**

- In order to access and use the features available on the ARACUDA Platform offered by the Company and for offering the Services you will need to accept the Terms and then create an account ("Account") by registering. You represent, warrant, and covenant that you will provide accurate and complete registration information (including, but not limited to your name, agency name, user name ("User Name"), corporate e-mail address, phone number, and a password you will use to access the Service) and such other Partner Information as may be required by the Company from time to time and keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your Account.
  - In order to be able to register yourself as a Partner through the Website and/or downloading the Application, you represent and warrant to the Company that:
    1. you are of legal age and have the authority to enter into this Agreement;
    2. this Agreement is binding and enforceable against you;
    3. if you are using the Website and/or Application on behalf of any other person/s (including individuals) or entity such as the agency (including bodies corporate and others), you further represent and warrant that you are authorized to accept these Terms on such entity's/person's behalf, and that such entity agrees to indemnify the Company for violation of these Terms by you;
    4. you have adequate qualifications and experience and shall provide all the Services professionally and to the best of your skills and shall not indulge in any unethical, immoral, or illegal activities;
    5. you may be required to provide your complete name, age proof, identity proof, details of your bank account, Permanent Account Number (PAN), GSTIN, residence/office proof, details of your educational qualification and upload professional degrees in the field you are qualified in, years of experience along with experience certificates, etc. and other Partner Information as the Company may require from time to time and
    6. most importantly that all the information provided at the time of registration is correct, verified, and true.
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## **The Project, Bid, and Project Agreement**

- The client will post a project on the ARACUDA platform, providing the requisite details of the project.

- The company will use its unique algorithm to match the requirements of the client as mentioned in the project with the skill sets and services mentioned by the partners and request them to offer their bid.
  - The partners will then submit their bid, including their technical qualifications and their commercial proposal, and submit the same with the company.
  - The company will then use the algorithm to process the bids based on the number of variables and then provide the client with the most suitable bids to choose from.
  - The client will then select the partner they wish to engage for the project and initiate discussion and may enter into a project agreement with the partner.
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## **Registration fees, project fees, commission, cancellation, and refund:**

- **Registration fees:** The company, at this stage, shall provide you access to register on the ARACUDA platform free of cost. The company, however, reserves the right to charge you a certain fee later for registering on the website and/or application when you sign up and register as a partner or for continued use of the platform (registration fees). The amount of registration fees payable may be fixed or may vary depending upon the plans that may be introduced by the company.
- **Project fees:** If you win a bid and/or sign a project agreement with the client and mutually agree upon the terms of engagement such as milestones and delivery dates, the payment terms, etc., the said terms shall be uploaded on the ARACUDA platform by you. You shall then raise an invoice (inclusive of GST) for the milestones periodically as agreed upon and approved by the client. You shall upload the invoice on the ARACUDA platform. The client shall then pay the requisite amount for the services you render either in total or as per the amount and timeline decided for each milestone (project fees) by transferring the project fees to the company's nodal account. The Project Fees shall be paid to you once the Project or the milestone has been completed by you and approved by the Client. The client shall have 14 days to approve the request for project fees. If the client approves the payment of the project fees, then the payment will be released from the company's nodal account to the partner's account within the next 2 working days. If the client doesn't approve the request within 14 days, then on the 15th day, the project fees will be released from the company's nodal account to the partner's bank account after deducting commission payable to the

company. If the client disputes the payment of the project fees, then the same will not be released and will be subject to the dispute resolution process adopted by the partner and the client.

- **Commission:** The company shall transfer the project fees to you from the company's nodal account after deducting a certain sum payable to the company as commission for enabling you to secure the project through the use of the ARACUDA platform (commission). The details of the commission to be paid are provided in "Annexure A" and may be revised from time to time. The company shall also raise an invoice (inclusive of GST) for the commission amount before deducting the same. The project fees after deduction of commission shall be transferred from the nodal account to your account only when the milestone is achieved, and the client approves the invoice raised by you for the release of payments after each milestone is completed.

In a case where, due to factors such as the value and complexity of work, the client does not agree to transfer the project fees to the company's nodal account, the commission payable to the company shall still be due from the partner for the entire period for which the partner is offering services to the client from the commencement of the project if the same continues for such a period. In such a case, upon receiving confirmation from the client of payment made to you from the client, the company shall raise an invoice for commission from you inclusive of GST. You shall release the total Commission due to the Company for the Project within 21 days of the invoice being raised. In the case of long-term projects where the client provides you with consideration on a monthly basis, then you shall pay the commission on a monthly basis as well.

- **Cancellation:** Once a project has commenced and the client has paid the project fees in their entirety or part thereof, the project cannot be cancelled. In exceptional scenarios, where the client is requesting a cancellation/refund after having confirmed the partner to proceed with the project and having paid the project fees, then the company may, at its discretion and upon alignment with the partner, choose to refund the project fees paid by the client after deducting 5% of the project fees as cancellation fees. The cancellation fees which may be collected are paid to the partner. The project can be cancelled if the Project Fees has not been paid, and the work on the project has not commenced.

If the Partner requests cancellation, the money is refunded to the Client without any deductions, and the Company shall attempt to provide the Client with a replacement

Partner. The Company may take action if they believe the Partner is canceling too many Projects or if there is not enough justification for canceling the Project(s). In the event the Client is not satisfied with your Service as the same was unsatisfactory, deficient, incomplete, or the Project was delayed due to your negligence, then the Company has the discretion to cancel your account and/or refund the Consideration amount to the Client and levy a penalty upon you for loss of business, which shall not be less than the Commission that the Company would have secured on successful completion of the Project.

- **15 days Trial:** The Company has a 15-day trial period wherein the Client can engage the Services of a Partner for 15 days. All Partners will have the option to undertake this 15-day trial period. If the Partner wishes to participate in this 15 day trial period then the Client shall have the right to try out the Services of the Partner for 15 days by making an initial payment as discussed between the Client and the Partner. If, upon expiry of the 15 days, the Client does not engage the Services of the Partner for an extended period, then the Project will end. If the Client, post-trial period, wishes to further engage the Services of the Partner, then the Partner shall be eligible to receive payment of further Project Fees as decided between the Client and the Partner.

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## Obligations of the Partner

- You agree that the Partner Information provided by you regarding your credentials and your legal status, qualifications, experience, area of specialization, etc. are true and verified. As part of the registration process and at any time thereafter, you may be required to provide us with various information such as Your Photo Id, your qualifications, and registration details with the concerned authorities, and other information in order to prove that you are qualified to offer the services. We may verify such information or ask you for additional information. We may also make inquiries from third parties to verify the authenticity of your information. You authorize us to make such inquiries from such third parties, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information.
- You agree and undertake that you will bid for projects posted on the ARACUDA Platform by clients only if the project is one that is within your field of expertise. You shall send your bid for the project and quote your rates and timeline for completing the

project.

- You also agree and undertake that you are responsible for all risks associated with submitting your bids and undertaking the projects.
- You agree that when you win the bid and a project is allotted to you, you shall complete the project as per the timelines mentioned in the bid or project agreement.
- You undertake that you will not bypass the company to avoid payment of commission to the company by
  1. sharing your phone numbers, email addresses, or any other contact information with the Client without the prior approval of the Company,
  2. offering a catalog or a link to a third-party website from which any client may obtain the service directly,
  3. offering the opportunity to the client through the company website and/or application to take the service or any other service outside of the Company?
  4. use your profile page or username to promote services not offered on or prohibited services through the website and/or application. In case the company realizes that you are involved in any of the above activities, the company holds the sole discretion to blacklist you, terminate your account, withhold any outstanding credits or payments to you, and charge a penalty. The company will also have the right to initiate appropriate legal actions to address such a breach and have the right to claim damages, including a penalty amount, depending on the losses caused to the company as a result of the bypass.
- All communications with the client, including the bid, details of the project, project agreement, progress of the assignment, and any other communication pertaining to the project or services being offered, shall be communicated through the website and/or application.
- You agree that you will update the progress status of the project at each stage on the ARACUDA platform to facilitate the monitoring of the progress of the project by the client and that you shall be diligent and professional in your conduct and communication with the clients.
- You are solely responsible for ensuring that your use of the website and/or application complies with applicable law and is always in accordance with these terms.
- You shall keep your information updated and inform us immediately if any portion of your information is revoked, cancelled, or expires.
- You agree that we may terminate your access to or use of the website and/or application at any time if we are unable at any time to determine or verify the partner

information provided by you at the time of or post-registration. We reserve the right to carry out re-verification of the partner information provided by you as and when required, and the above rights and commitments will extend to re-verification as well.

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## **The role of the Company:**

- Our role is that of an 'intermediary' as defined under the Information Technology Act, 2000, and the rules thereunder. Being an intermediary, we merely provide a marketplace to connect partners with clients and thus have no responsibility and/or liability in respect of the content and transactions being conducted on the ARACUDA platform, including any interactions amongst and between the partners and clients.
  - The company may help the client in selecting the best bids submitted by partners in relation to the posting of a project by the client and selecting the most suitable partner for the project, but such help does not create any liability on the company as to the matters incidental thereto in relation to the services provided by the partner and payments made by the parties. The company is not responsible for the dealings between the client and partner, including but not limited to losses arising out of non-delivery, poor quality of delivery, partial delivery, excess delivery, or late delivery of agreed deliverables, partial payment, deductions on payment, delayed payment, non-payment, withdrawal of the project, or change of project.
  - The company does not direct, have control over, make representations, and does not guarantee the project, or change of the client, the truth or accuracy of projects submitted by the client, the ability of clients to pay for the services, etc. The company is not responsible if the Client decides not to continue a Project post signing the Project Agreement or transferring the Project Fees.
  - The company is not a party to the dealings between Clients and Partners, including Bids, Projects, pitches, performance of Partners, etc. Clients and Partners are independent contractors. The company is not responsible for and disclaims any and all liability related to the actions of Clients and Partners.
  - The company is not liable for the Partners' statutory compliance or obligations such as payment of GST, TDS, etc.
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## **Grant of Rights:**

- This Website and/or Application is owned and operated by the Company. All the content featured or displayed on this Website and/or Application, including but not limited to text, graphics, data, images(photographic and moving), workflow, algorithms, illustrations, pitches, client lists, summary of proposals, other information incidental thereto and selection and arrangement thereof (the " ARACUDA Content" excluding the Client Information and Partner Information), is owned by the Company.
- The Company owns all rights, title and interest, including all intellectual property rights such as copyright, trademarks, trade secrets, patent and other proprietary rights in and to the Website, the ARACUDA Content, and the Application, the present or future modifications / up gradations thereof and standard enhancements thereto.
- The Company, subject to the terms of the Agreement, grants You, and You accept a non-exclusive, personal, non-transferable, limited right to have access to and use the Website and/or Application, ARACUDA Content, and Services offered therein for the duration you are registered with Us as a Partner.
- This license is non-transferable and does not permit any resale or commercial use of this ARACUDA Platform or ARACUDA Contents except as permitted under the Terms; any downloading or copying of account information for the benefit of anyone other than Your use; or any use of data mining, robots, or similar data gathering and extraction tools.
- The ARACUDA Platform or any portion thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of the Company. Except as expressly permitted by these Terms, any exploitation, copying, making of derivative works, transmitting, posting, linking, deep linking, redistribution, sale, decompilation, translation, or disassembly of the Platform embodied in the Website and/or Application is strictly prohibited. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by the Company.
- The Terms do not and shall not transfer any ownership or proprietary interest in the Website and/or Application or ARACUDA Content from the Company to You, except as may be otherwise expressly provided in these Terms or as may be agreed to by and between the Company and You.
- The Company hereby states that the Client Information provided on the Website and/or Application is proprietary to and owned by the Clients and is provided to you under license by the Client solely for the purpose of submitting your Bid and/or rendering your Services.

- You are solely responsible for your conduct and any Partner Information that you submit, post or display on or via the Platform. We shall have no liability for your conduct in relation to your use of the Platform. Violations of these Terms may result in legal consequences prescribed by applicable laws.
  - We provide you with the facility to create, share and post content, i.e. Partner Information, and claim no ownership rights over the Partner Information created by you. We take no responsibility and assume no liability for any Partner Information that you or any other Partner creates, stores, shares, posts or sends through the ARACUDA Platform. You shall be solely responsible for the Partner Information you post/enter/publish/share, and you agree that we are only acting as a passive conduit for your online distribution and publication of your Partner Information.
  - You agree that you are the owner of all rights, including all intellectual property rights, title and interest in and to the Partner Information that you post, share, publish on the ARACUDA Platform.
  - You hereby grant Us and Clients a perpetual, non-revocable, worldwide, royalty-free license to make use of the Partner Information, including the right to copy, distribute, display, reproduce, modify, adapt, the Partner Information, and create derivative works of as the case may be.
  - In connection with your Partner Information, you affirm, represent and warrant that the Partner Information shared by you will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.
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## **Use of the Website and/or Application:**

- You may use the ARACUDA Platform to create your account and access the various features and offer the Services available therein.
- You may use the ARACUDA Platform to receive notifications and updates regarding projects which clients post.
- You may use the ARACUDA Platform to submit bids in response to projects posted by the client.
- Once you win the Bid then You may use the ARACUDA Platform to sign the partner agreement and secure adequate approvals before commencing the project posted by the client.

- You may use the ARACUDA Platform to communicate with the clients with respect to the projects, analyze and review the progress of the project, get alerts from clients, keep track of the project schedule, etc.
- You may use the ARACUDA Platform to receive project fees for services offered to the clients in relation to the project.
- You will not use the ARACUDA Platform or any feature provided therein for any purposes not intended under the terms.
- You will not permit any third party to have access to or use the ARACUDA Platform.
- You may not
  1. use the Website and/or Application for time-sharing, rental or service bureau purposes;
  2. make the Website and/or Application, in whole or in part, available to any other person, entity or business;
  3. modify the contents of the Website and/or Application or use such content for any commercial purpose, or any public display, performance, sale or rental other than envisaged in the Agreement;
  4. copy, reverse engineer, decompile or disassemble the software embedded in the Website and/or Application; or
  5. modify the software or combine the software in the Website and/or Application with any other software or services not provided or approved by us.
- You will not deliberately use the Website and/or Application in any way that is unlawful or harms us, our directors, employees, affiliates, distributors, partners, and/or any client and/or data or content on the Website and/or Application.
- You undertake that Your use of this Website and/or Application shall be subjected to the following restrictions:
  - You will not delete or modify any content on the Website/Application, including but not limited to legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
  - You will not decompile, reverse engineer, or disassemble the software embedded in the Website and/or Application, nor will you remove any copyright, trademark registration, or other proprietary notices from the Website and/or Application. You further agree not to access or use this Website or Application in any manner that may be harmful to its operation or its content.
  - You will not use the Website and/or Application and / or services in any way that is unlawful or harms the Company or any other person or entity, as determined in the Company's sole discretion.

- You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming" "spamming" "flooding" "trolling" "phishing," and "griefing," as those terms are commonly understood and used on the Internet and
  - You will not host, display, upload, modify, publish, transmit, update or share any information that —belongs to another person and to which the user does not have any right to; is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights(s), violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
  - You will immediately notify us of any breach or suspected breach of the security of the website and/or application of which you become aware, or any unauthorized use or disclosure of information within or obtained from the website and/or application, and you will take such action to mitigate the breach or suspected breach as we may direct, and will cooperate with us in investigating and mitigating such breach.
  - You will provide the services and execute the project as per agreed deliverables once you win the bid in case of customized solutions and will provide the services as per the understanding with the client.
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## **Confidential Information of Company and Clients:**

- You will treat all information received from us and the clients on the website and/or application as confidential.
- You may not disclose such confidential information to any other person, and you may not use any confidential information except as provided herein. Except as otherwise

provided in terms, you may not, at any time, during or after the applicability of these terms, directly or indirectly, divulge or disclose confidential information for any purpose or for your own benefit or for the purposes or benefit of any other person. You agree to hold all confidential information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of the same or from being disclosed into the public domain or into the possession of persons not bound to maintain confidentiality. You will disclose confidential information only to your employees, agents, or contractors who have a need to use it for rendering services as permitted under the terms only. You will inform all such recipients of the confidential nature of confidential information and will instruct them to deal with the same in accordance with these terms.

- You will promptly notify Us in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to Your attention.
- You agree that we or the clients will suffer irreparable harm if you fail to comply with the obligations set forth in this section, and you further agree that monetary damages will be inadequate to compensate us or the clients for any such breach. Accordingly, you agree that we and the clients will, in addition to any other remedies available to us and clients at law or in equity, be entitled to seek injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.
- This section will survive the termination or expiration of these terms or agreement for any reason.

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## **Disclaimer and Exclusion of Warranties:**

- You agree that our role is limited to
  1. providing a platform for partners to connect with clients,
  2. providing a platform for Partners to receive information and updates regarding various projects posted by clients,
  3. allowing the Partners to directly bid for projects provided by Clients
  4. allowing the Partner and the Client to sign the project agreement upon winning the bid if required,
  5. enable the Partners and Clients to be updated about and keep track of the projects

6. providing a platform to Partners to communicate with clients on all aspects of the project, and
  7. providing a platform for facilitating collection and disbursement of platform fees and commission. Accordingly, the company is merely an intermediary providing online marketplace services and is only a platform connecting clients with partners who shall offer services to the client on execution of the partner agreement. The partner agreement for availing the service shall be a contract solely between you and the client. At no time shall ARACUDA have any obligations or liabilities in respect of such contract.
- We are not responsible for the accuracy or completeness of information available from or through the ARACUDA platform. You assume full risk and responsibility for the use of information you obtain from or through the ARACUDA platform, and you agree that we are not responsible or liable for any claim, loss, or liability arising from the use of the information.
  - Any interactions between you and other partners or clients on the ARACUDA platform or outside the platform are strictly between you and the other partners or client. You shall not hold ARACUDA responsible for any interactions and associated issues.
  - THE WEBSITE, THE APPLICATION, THE ARACUDA PLATFORM AND THE SERVICES OFFERED AND THE INFORMATION CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE WEBSITE, APPLICATION OR THE INFORMATION THEREIN, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. YOU FURTHER AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, indirect, remote, punitive, incidental, special, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, goodwill, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, resulting from:
    1. THE USE OR THE INABILITY TO USE THE PLATFORM;

2. any products, data, INFORMATION INCLUDING ARACUDA INFORMATION OR CLIENT INFORMATION OBTAINED OR SERVICES OFFERED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PLATFORM;
  3. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
  4. STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE;
  5. MALICIOUS OR CRIMINAL BEHAVIOUR, OR FALSE OR FRAUDULENT TRANSACTIONS OR
  6. TECHNICAL OR OTHER OPERATIONAL LAPSES ON THE PLATFORM OR
  7. ANY OTHER MATTER RELATING TO THE SERVICE OFFERED ON THE PLATFORM.
- YOU ACKNOWLEDGE THAT CLIENTS HAVE ACCESS TO THE WEBSITE AND APPLICATION. SUCH CLIENTS HAVE COMMITTED TO COMPLY WITH TERMS SET OUT WITH THEM AND OUR POLICIES AND PROCEDURES CONCERNING USE OF THE APPLICATION AND WEBSITE; however, THE ACTIONS OF SUCH CLIENTS ARE BEYOND OUR CONTROL. Accordingly, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, remote, punitive, incidental, special, OR RESTRICTED USE OF ANY INFORMATION ON THE WEBSITE AND/OR APPLICATION RESULTING FROM ANY CLIENTS' ACTIONS OR FAILURES TO ACT.
  - WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE CONSEQUENCES TO YOU ARISING BECAUSE OF YOUR USE OF THE WEBSITE, APPLICATION OR RENDERING THE SERVICES. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY INCORRECT INFORMATION PROVIDED TO YOU BY ANY CLIENT AND FOR ANY FAILURE TO RECEIVE PAYMENT OR NON-PAYMENT OF PROJECT FEES BY CLIENTS.
  - WHILE IT IS OUR OBJECTIVE TO MAKE THE WEBSITE AND APPLICATION ACCESSIBLE AT ALL TIMES, THE WEBSITES AND/OR APPLICATION MAY BE UNAVAILABLE FROM TIME TO TIME FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ROUTINE MAINTENANCE. In addition, VARIOUS PORTIONS OF THE WEBSITE OR APPLICATION MAY OPERATE SLOWLY FROM TIME TO TIME. YOU UNDERSTAND AND ACKNOWLEDGE THAT DUE TO CIRCUMSTANCES BOTH WITHIN AND OUTSIDE OUR CONTROL, ACCESS TO THE WEBSITE AND/OR THE APPLICATION MAY BE INTERRUPTED, SUSPENDED OR TERMINATED FROM

TIME TO TIME. In particular, AND NOT IN LIMITATION OF THE FOREGOING, COMPANY SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OF BUSINESS OR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE AND/or application.

- WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE, suspension, AND THE SERVICES UNDER THESE TERMS WILL NOT VIOLATE ANY LAW OR REGULATION APPLICABLE TO YOU.
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## **Limitation of Liability:**

NOTWITHSTANDING THE ABOVE, IN THE EVENT COMPANY SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AND COMPANY AGREE THAT SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE VALUE OF ANY PLATFORM FEES RECEIVED BY COMPANY FROM YOU IN THE PRECEDING TWELVE MONTHS IN CONNECTION WITH USE OF THE WEBSITE AND APPLICATION OR INR 500, whichever EVER IS LOWER. YOU AND COMPANY AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND COMPANY. YOU ACKNOWLEDGE THAT WITHOUT YOUR ASSENT TO THIS SECTION, COMPANY WOULD NOT PROVIDE ACCESS TO THE WEBSITE, APPLICATION AND SERVICES, TO YOU.

## **Indemnification:**

You agree to indemnify, defend, and the above, our affiliates, officers, directors, and agents, from and against any loss, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or any reasonable attorney and professional fees and costs, arising out of or occurring in connection with

1. any client relying or acting upon the above, or any other information posted by you in the website and/or website relating to the project posted by the Client;
2. your use of the ARACUDA platform;
3. any breach by you of the terms or INR 500law harm,r warranties contained in these terms.
4. Your infringement of any intellectual property or other right of any person or entity,

5. The actions of any person gaining access to the Website and/or Application under a User Name assigned to you;
6. any harm to the reputation and goodwill of ARACUDA directly attributable to your acts;
7. or any fraud, theft, negligence, willful misconduct, intentional wrongdoing, or deficiency on your part or on the part of your employees and agents in the performance of their services under these Terms, or any harm to the reputation and goodwill of ARACUDA directly attributable to your actions or inactions. You shall not settle or compromise any such matter without our prior written consent. We shall be entitled to participate in such defense through our own counsel at your cost and expense.

You shall be liable to indemnify and hold ARACUDA harmless against all damages, losses, costs, and expenses incurred by ARACUDA as a consequence of any complaint from any Client received by ARACUDA with respect to deficiency in services offered by you.

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## **Termination /Modification/Suspension:**

- The Company may at any time terminate its legal agreement with you if you have breached any provision of the terms (or have acted in a manner that clearly shows that you do not intend to, or are unable to comply with the provisions of the terms).
- You may terminate this agreement with the Company by deleting your Account from the Website or the Application.
- Notwithstanding anything to the contrary in these Terms, we have the right, on providing notice to you, immediately to terminate, suspend, or amend the provision of your services on the platform without liability:
  1. to comply with any order issued or proposed to be issued by any governmental agency;
  2. to comply with any provision of law; or
  3. if the performance of any term of these Terms by either Party would cause it to be in violation of the law.
- We may also suspend or terminate your account if you receive poor ratings from clients or if clients are not happy with the level of services being offered by you, or if the standard of services offered by you is not as per market standards.
- We may suspend your services immediately pending your cure of any breach of these terms, or in the event we determine in our sole discretion that access to or use of the website/application by you may jeopardize the confidentiality, privacy, security, integrity,

or availability of information within the website and/or application, or that you have violated or may violate these terms, or have jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the website and/or application with any user name assigned to you. Our election to suspend your services shall not waive or affect our rights to terminate these terms as applicable to you as permitted under these terms.

- Upon termination, you will cease to use the website and/or application, and we will terminate your access to the website and/or application. Upon termination for any reason, you will cease to have access to the website and/or application, and you will return to us all hardware, software, and documentation provided by or on behalf of us.
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## **Governing Law and Jurisdiction:**

The interpretation of this agreement and the resolution of any disputes arising under this agreement shall be governed by the laws of India, and the courts at Haryana, subject to clause 16 below, shall have jurisdiction.

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## **Arbitration:**

- Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, or to Your use of the Website and/or Application or its features or the information to which it gives access, shall be determined by Arbitration in India, before a single arbitrator in accordance with the Arbitration and Conciliation Act 1996 along with all amendments. The venue for such arbitration shall be Haryana, India. The governing law of the Agreement shall be the substantive law of India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.
  - The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement.
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# Disputes between Clients and Partners:

- The provisions regarding disputes between Clients and You in connection with offering and receiving Services, Bid, Project, including payment of Project Fees and performance of any Service, and any other terms, conditions, warranties, or representations associated with such transactions or dealings, are solely between you and the Client. You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before rendering Services or entering into any transaction with any third party, including without limitation, Clients. You understand that deciding whether to provide Services to a Client or bidding for a Project is your personal decision for which you alone are responsible. You understand that the Company does not warrant and cannot make representations as to the suitability of any Client you may decide to interact with on or through the Website and/or Application and the accuracy of the information they post on the Website or Application. While the Company may attempt to seek information about the background of a Client, you understand that Clients may register themselves suo moto. You also understand that any so called background check undertaken by Company is not exhaustive, at the end of the day, the Partner should take an informed decision on his/her own accord and keep in mind the fact that Company only seeks to provide a platform wherein Clients and Partners have an opportunity to interact with each other.
- Notwithstanding the foregoing, you agree that since the company only seeks to provide a platform wherein the client and partner can be brought together and the company itself has no role in the execution or provision of services, the company shall not be responsible or liable for any loss or damage of any sort whatsoever incurred as a result of any such transaction or dealings.
- If there is a dispute between the client and partner, you acknowledge and agree that the company is under no obligation to become involved. However, assistance in the dispute resolution process may be offered by the company, as may be ordered by the court.
- In the event that a dispute arises between you and one or more Clients, you hereby release the Company, its officers, managers, members, directors, employees, attorneys, agents, and successors in rights from any claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, foreseeable or unforeseeable, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Website or any Client thereunder.

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# Copyright Infringement Take Down Procedure

The Company has high regard for intellectual property and expects the same level of standard to be employed by its users. Company may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Website and/or Application of users who infringe upon the intellectual property rights of others. If you believe that your work has been copied and posted on the Website and/or Application in a way that constitutes copyright infringement and/or trademark infringement, please send the following information to us at [info@aracuda.com](mailto:info@aracuda.com)

- identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site?
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Website, and information reasonably sufficient to permit Company to locate the material?
- a written statement that you have a good faith belief that the disputed use is not authorized by the copyright and/or trademark owner, its agent, or the law?
- information reasonably sufficient to permit Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted?
- an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive interest that is allegedly infringed? and
- a statement made by you, under penalty of perjury, stating that the information in your report is accurate and that you are the owner of the exclusive right or authorized to act on behalf of the owner of the exclusive right. The statement comprised of the foregoing points is referred to herein as the "Notice." "

Only the intellectual property rights owner is permitted to report potentially infringing items through the Company's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner, and they can choose whether to use the procedures set forth in these Terms of Use.

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# Miscellaneous Provisions:

- Severability: If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the Agreement, and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
  - Notices: All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent by facsimile, e-mail, or mailed by prepaid nationally-recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth above.
  - Waiver: No term of the Agreement shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
  - Force Majeure: Company shall not be liable for any downtime or delay or unavailability of the Website and/or Application caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, internet Partner failures or delays, or denial of service attacks.
  - You may not assign or sublicense, without the prior written consent of the the Company, duties, or obligations under this Agreement, in whole or in part, to any person or entity.
  - The Terms contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of the Terms of Use other than those contained or referenced in the Terms of Use.
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Website : <https://www.aracudawebsite1.com/>