1. SERVICES

(a) The Website acts as an online intermediary and consists of an online directory of consultants, mentors and subjects experts (*hereinafter collectively referred to as the "***Consultant/s***"*), and is an online aggregator technology platform to assist Website users such as you to make a selection and avail different types of advisory and consultancy services through the Consultant.

(b) We do not introduce or recommend any subject matter Consultant to you. We are merely providing our Website users with a listing of Consultant from which users such as you can select the Consultant from whom they want to avail the required consultancy services.

2. DATA USAGE

(a) By registering for the Website account or by clicking to accept this Agreement when prompted on the Website, you (i) are deemed to have executed this Agreement, Privacy Policy and Other Policies electronically, effective on the date you register your said account or click to accept this Agreement pursuant to the Indian Technology Act, 2000 and as may be amended from time to time; (ii) be financially responsible for your use of the Website and the purchase or availing of any products or services therefrom; and (iii) perform your obligations as specified herein. Your Website account registration constitutes an acknowledgement that you are able to as well as agree to electronically receive, download and print this Agreement, Privacy Policy and Other Policies and any amendments thereto. We reserve the right, in our sole discretion, to refuse, suspend, or revoke your access to the Website upon discovery that any information you provided on any form or posted on the Website is not true, accurate or complete, or such information or other conduct otherwise violates this Agreement, or for any other reason or for no reason in our sole discretion.

(b) When you register for the Website account, you will be asked to choose/create a username and password for the same. You are entirely responsible for safeguarding and maintaining the confidentiality of your Website account. You authorize us to assume that any person using the Website with or under your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to your password. You further agree not to use any username or password of another user of the Website that you are not authorized to use, and not to allow others who are not authorized to do so to use your account at any time. In any case you shall be solely be responsible and liable for any activity under your Website account.

(c) Further, by registering with the Website, you unconditionally consent to electronically receive and access, via email or the Website, all records, communications, correspondences and notices for the products/services availed by you through the Website. However, we reserve the right, in our sole discretion, to communicate with you via any postal or courier services using the address under which your account is registered. Your consent to receive records, communications, correspondences and notices electronically will remain in effect until you withdraw it. You may withdraw such consent at any time by contacting us at customercare@faroce.com.If you withdraw your consent, we may revoke your access to the Website, and you will no longer be

permitted to use the Website. Any withdrawal of your said consent will be deemed effective only after we have a reasonable period of time to process your withdrawal.

(d) You agree not to register for more than one Website account without our express written permission.

(e) When you register for the Website account and from time to time thereafter, your account may be subject to verification. You authorize us, directly or through third parties, to make any inquiries necessary to validate your identity. When requested, you must provide us with accurate information about you and your business.

3. ACKNOWLEDGMENT

(a) By agreeing to the terms of this Agreement, you grant us your express permission to send electronic communications to you as part of our offering. This includes but is not limited to sending emails, newsletters, notifications and promotional offers from us and our partners. Should you no longer wish to receive such electronic communications, you may write to us at customercare@faroce.com

(b) Your account details you provide to us must always be kept private and confidential and should not be disclosed to or permitted to be used by anyone else and you are solely responsible and liable for any and all usage and activity on the Website that takes place under your account.

(c) Unless permitted or stated otherwise, the Website account you open with us is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other person or entity to access or use your account in any way whatsoever.

(d) In no event will any products or services availed by you through the Website will be used for resale purposes.

(e) In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Website account information on the Website or by contacting us at customercare@faroce.com, You also agree to notify us immediately of any change in your address.

(f) From time to time, we may modify, add or vary existing features or programs of the service or create, add, test or implement new features or programs on the service in which you may voluntarily choose to participate or may be a part of a test group with special access, in accordance with the additional terms and conditions of such features or programs. By participating in such features or programs, you grant us an unconditional and perpetual right and consent to the terms and conditions (if any) of such features or programs which will be in addition to these terms.

4. INTELLECTUAL PROPERTY RIGHTS

(a) The Website and all its features is our proprietary intellectual property. You confirm and agree that we are the owner of the proprietary information made available to you through the Website and hereby retain all proprietary and intellectual property rights in the same, including but not limited to all confidential information.

(b) You must not attempt to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, attempt to interfere with the operation of, or otherwise attempt to derive the source code from any part of the Website. You will not access the Website in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Website services. We and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Website and services offered therefrom.

(c) The 'Ndnya' and 'Faroce' logos and names are our trademarks. All other product names, company names, marks, logos, and symbols on the Website may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of ours or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

(d) You undertake not to post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way, and whether partly or fully, any (i) confidential or proprietary information, or (ii) copyrighted or copyrightable material, trademarks, service marks or other proprietary information accessible via the service without first obtaining our prior written consent.

(e) Other service users may upload/publish/post any copyrighted information, which may have copyright protection or not or which may be identified as copyright. You undertake not to copy, modify, publish, transmit, distribute, perform, display, commercially use/exploit, sell or use such information in any way and for any purpose whatsoever.

5. DISCLAIMER

You expressly acknowledge, agree, and understand that:

(a) the Website is merely an online technology platform where its users can seek consultancy services from Consultant listed on the Website;

(b) we are not a party to any dealings between the Website users and consultants/experts;

(c) Consultants are not our employee, and we do not, in any way, supervise, direct, or control their services;

(d) we will not have any liability or obligations to you for any acts or omissions by the Consultants or other users; and

we make no representations as to the reliability, capability, or qualifications of any of the Consultants or the quality, security or legality of any services offered or rendered by them, and we hereby disclaim any and all liability relating thereto or arising therefrom.

6. LINKS AND APPLICATIONS

The Website may contain links to third party websites. The Website may also contain applications that allow you to access third-party websites via the Website. Such third party websites are owned and operated by third parties and/or their licensors. Your access and use thereof will be governed by the terms and policies of the applicable third party websites. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such third party websites; or (ii) the content, advertising, or products on or available therefrom. You are responsible for deciding if you want to access such third party websites. The inclusion of any link or application on the Website does not imply that we endorse the linked site. Your access of such third party websites shall be solely at your own risk and consequences.

7. CONFIDENTIAL INFORMATION

(a) To the extent any user or consultant/expert provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (i) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; and (ii) limit access to another's Confidential Information to its personnel on a 'need to know' basis.

(b) The provisions of Clause 16(a) above will not apply to any Confidential Information which the receiving party can prove:

(i) was in the public domain at the time of supply;

(ii) subsequently came into the public domain, except through breach of receiving party;

(iii) is already in the lawful possession of receiving party prior to its supply by the disclosing party;

(iv) subsequently comes lawfully into the possession of receiving party from a third party who does not owe the disclosing party an obligation of confidence in relation to it;

(v) is independently developed without use of disclosing party's Confidential Information; or

(vi) is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as and to the extent reasonably practicable receiving party supplies a copy of the required disclosure to and consults in advance with disclosing party of the relevant Confidential Information on the proposed form, timing, nature and purpose of the disclosure.

(c) Upon termination of this Agreement, the receiving party shall promptly return to disclosing party any Confidential Information in its possession. Provided however that nothing contained herein shall affect the ability of receiving party to make disclosure to any government authorities or any other person under the provisions of any applicable laws, provided however in all such circumstances, receiving party who is required to disclose such information shall have to give prior notice to disclosing party before making the disclosure, indicating the nature of information

that is proposed to be disclosed and give enough time to allow disclosing party to try and secure confidentiality of the disclosure.