

**Rentofurnish**, with its registered office 162 Upper 2nd floor Raghuleela Mall, Near Poiser Bus Depo, Kandivali West, Mumbai 400067 Maharashtra is the creator, owner, and publisher of the Brand Name “RENTOFURNISH”, including but not limited to the website titled [www.rentofurnish.com](http://www.rentofurnish.com) (hereinafter referred to as “Online Platform” or “Platform”). We own and operate the services provided through this Online Platform, which may be modified, deleted, or updated (temporarily or permanently) from time to time at the discretion of the Platform.

These terms of use (“Terms”), including the various policies incorporated by reference in these Terms, govern your access to and use of this platform and the underlying services provided by us through this Platform, including our SMS, APIs, email notifications, ads, commerce services, and our other covered services that may link to these Terms (collectively, the “Services”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on or as a part of the Services (collectively referred to as “Content”). Your access to and use of the Services, however accessed, constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between us. When You use any of our Services through the platform, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such Services, and they shall be deemed to be incorporated into and shall apply in addition to these Terms. If you transact on our platform, you shall be subject to the policies that are applicable for such transactions.

Please read the Terms and Conditions set out herein carefully and in their entirety. Please also acknowledge the Privacy Policy which may be separately set out on the Platform. The Privacy Policy shall constitute a part of these Terms and Conditions. These Terms and Conditions together with the Privacy Policy hereinafter collectively referred to as the Terms.

If you do not agree to be bound by all the Terms set forth herein, you are not authorized to use or access the services of the Platform. These Terms constitute an agreement between RENTOFURNISH and you in connection with your use of the Platform, as defined below. **If you have any questions regarding our services, you can email us at [rentofurnish@gmail.com](mailto:rentofurnish@gmail.com)**

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of this Website (“Platform”).

As long as you comply with these terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to access and use the services.

In the event a special feature with its own terms and conditions is offered, the same shall apply in addition to these terms. In case of a conflict of the terms and conditions of such special feature with these terms, the terms specific to the special feature shall prevail.

**1.0 IN THESE TERMS, UNLESS THE CONTEXT OTHERWISE REQUIRES, REFERENCES TO:**

- 1.1 “User”, shall mean a User who has agreed to rent a Product listed on the Platform and use the services offered by the Platform;
- 1.2 “Products” shall mean products listed on the website by us as a part of the Services, for renting by Users;
- 1.3 “Products” shall mean products listed on the website by us as a part of the Products, to represent the actual product;
- 1.4 “We”, “Us” or “RENTOFURNISH”, shall mean RR Rentals & Management Services, its affiliates, permitted assigns and partners, and the terms “Our” and “our” shall be construed accordingly; and
- 1.5 “You”, shall mean any natural or legal person who has agreed to become an end user by accessing the Contents of the platform, or using the platform or the Services offered through the website, by providing some personal information (more particularly described in the Privacy Policy and including but not limited to your name, address, mobile phone number, Government ID proof like Aadhar, PAN and email while registering on the website (“Registration Data”), and the terms “You” and “Your” shall be construed accordingly.

**2.0 APPLICABILITY OF TERMS:**

- 2.1 By accessing and/or using all or a portion of the Services, You acknowledge and agree that:
  - 2.1.1 You have read and understood the Terms;
  - 2.1.2 The provisions, disclosures, and disclaimers set forth in the Terms are fair and reasonable;
  - 2.1.3 Your agreement to follow and be bound by these terms and conditions is voluntary and not the result of fraud, duress or undue influence exercised upon You by any person or entity;
  - 2.1.4 Written approval is not a prerequisite to the validity or enforceability of the Terms.
- 2.2 The Terms are governed by and comply with the provisions of applicable Indian law, including but not limited to:
  - 2.2.1 The Indian Contract Act, 1872;
  - 2.2.2 The (Indian) Information Technology Act, 2000;
  - 2.2.3 The rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”);
  - 2.2.4 The orders, rules, regulations, guidelines, notifications and clarifications issued by any legislative, regulatory or governmental authority at the central, state or local level.

**3.0 MODIFICATION OF TERMS**

- 3.1 The Services and the Terms may be amended or deleted from time to time, at our sole discretion. The Terms, including the Privacy Policy, will apply to your use of

the Platform, as well as to all information provided by You on the Platform at any given point in time. We reserve the right to modify the Terms from time to time. Such changes shall be notified to you to your registered email address. Your continued use of the Platform following such notification constitutes your agreement to follow and be bound by the Terms so modified

- 3.2 If you do not agree to any changes in the Terms as they may occur, your continued right to access and use the Platform and/or the Services shall immediately terminate, and you agree that you shall discontinue your use of the Services. You agree that the Platform is not liable to you or to any third party for any modification of the Terms or termination of your access to the Services except as specifically set forth herein.
- 3.3 These Terms allows us to access Registered Users' contact information, including but not limited to email address and phone number for communication purposes so as to provide you with the Services and/or to obtain feedback, comments, suggestions, opinions, reviews in relation to your use of the Platform, the Services.

#### **4.0 PLATFORM OVERVIEW**

- 4.1 Our platform offers products for renting by the Users seeking to rent these products. The platform facilitates the listing, booking, and rental process for a wide array of products and services.
- 4.2 We list our products for rent on our platform with product details, including descriptions, courier facilities, deposit requirements, insurance coverage, GST information, and such other information.
- 4.3 Users can browse, book, and make payments for renting the products listed on the platform.

#### **5.0 CONDITIONS OF USE**

- 5.1 You must be 18 years of age or older to access or avail the Services in any manner. By signing in to the Platform, accessing and/or using all or any part of the Services, you represent and warrant to us that you are 18 years of age or older, and that you have the legal right, authority and capacity to use all or part of the Services available through the Platform, and agree to and abide by the Terms.
- 5.2 While the Services are not intended to be used by minors, We respect and recognize the privacy of minors who may inadvertently use our Platform. It is strongly recommended that parents and guardians use parental control tools to help protect minors from any offences, harm or breach of privacy and supervise the use of the Platform by minors.
- 5.3 The Services are provided to you only for your personal, non-commercial use. You shall not resell the products ordered from the Platform.
- 5.4 You understand and acknowledge that the Platform and its Services are to be accessed by you on your own behalf or for your own personal use only. You shall not register on the Platform or use its Services on behalf of any third party or entity, nor shall you allow a third party or entity to use the Platform and its Services on your behalf.

- 5.5 We offer you a non-transferable, non-exclusive, limited right to access the Platform, and use the Services provided on this Platform, provided that you comply with the Terms as set out in full. You acknowledge and agree that any authority or permission granted to you to use and access the Services and the Platform, including but not limited to access links, SMS notifications, OTPs, email address, QR codes, shall be used and accessed by you only. You acknowledge that we shall not be liable for any loss, cost, expense or damage incurred by you as a result of you accessing the platform and utilizing its services via access links, SMS notifications, OTPs, email address, QR codes etc. which have not been delivered to you personally by us.
- 5.6 If you are using the Platform and/ or our services, on and behalf of a company/ corporation/ business entity, You represent and warrant that the Use of our Services/ Platform and the consummation of the transactions in our Platform have been duly authorized by all necessary action of the respective entity and that the person using our Platform on its behalf has the full capacity to bind that entity.
- 5.7 You agree that the access you have been granted prohibits you from using the Services for any illegal or unauthorized purpose. You will make every reasonable effort to prevent unauthorized third parties from accessing the Platform and the Services. You will make every reasonable effort to protect your device and account from a security breach, including but not limited to hacking, phishing etc. You represent and warrant that you will not breach the security of the Platform or its Software or attempt to gain unauthorized access to or interfere with any other person's use of the Services.
- 5.8 For the purpose of the Terms, "Software" means (i) the server, platform and application software hosted by or on our behalf, underlying and used to deliver the Services, (ii) all server, platform and application software of third parties used to host, support or connect the software referred to in subsection (i) and accessible by you as part of the Services, and (iii) all underlying algorithms, user interfaces and network and database designs and schemas, architecture, class libraries and objects, the unique expressions of the selection, organization and presentation of user-visible functions, all updates, upgrades, patches, maintenance releases and bug fixes and all documentation relating to any of the foregoing.

## **6.0 REGISTRATION**

- 6.1 To fully avail the Services of the Platform, registration is required. You are required to create a profile for Yourself by providing the following information which inter alia includes **Name, Address, Phone number and Email ID. and such other information we may require from time to time.**
- 6.2 Information collected about you is subject to our Privacy Policy, which is incorporated in these Terms of Use by reference. Further, at any time during Your use of this Website, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or We

have reason to believe You have done so, We hold the right to permanently suspend Your account.

6.3 By using this Website and providing your contact information to us through the Platform, you hereby agree and consent to receiving calls, autodialed and/or pre-recorded message calls, e-mails and SMSs from us and/or any of its affiliates or partners at any time, subject to the Policy. In the event that you wish to stop receiving any such marketing or promotional calls / email messages / text messages, you may send an e-mail to the effect to [rentofurnish@gmail.com](mailto:rentofurnish@gmail.com). You agree and acknowledge that it may take up to seven (7) business days for us to give effect to such a request by the you.

## **7.0 LIMITED USE**

7.1 The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained through the Platform. Limited reproduction and copying of the Content are permitted provided that RENTOFURNISH's name is stated as the source and prior written permission of RENTOFURNISH is sought. For the removal of any doubt, it is clarified that unlimited or complete reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Platform is not permitted.

7.2 Throughout these Terms, RENTOFURNISH's prior written consent means a communication issued by RENTOFURNISH's legal department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization.

## **8.0 PAYMENT**

8.1 CHARGES: The use of this Platform, including browsing the Website is free of cost. The Users are only required to pay for the Products which they wish to **Rent** from the Platform. All prices listed on the website are in Indian Rupees.

8.2 Users are required to deposit the rent amount for the entire tenure with the security deposit for the rental service at the time of booking

8.3 Upon successful completion of the rental tenure without any reported issues or disputes by either party, the platform will release the deposited rent amount to the Users.

8.4 In the event of cancellation or early termination of the rental tenure as per the platform's cancellation policy, refunds will be processed as per the platform's **refund policy**.

8.5 To place a valid order on the Website, you are required to complete the transaction, including making payment for the Product opted for. Once the payment transaction has been completed, your order will be processed on receipt of the funds from your bank or credit card. It is at this stage that your order is successfully placed. Thereafter, you will receive the order confirmation for the Products rented by you based on the successful completion of verification of information furnished by you. You are hereby expressly made aware that your card statements will reflect that a payment has been made in favor of us. By

placing an order on the site, you expressly agree to the terms and conditions and payment policy published in the appropriate section of the payment gateway.

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

- 8.6.1 Lack of authorization for any transaction(s), or
- 8.6.2 Exceeding the preset limit mutually agreed by You and you bank(s), or
- 8.6.3 Any payment issues arising out of the transaction, or
- 8.6.4 Decline of transaction for any other reason(s).

## **9.0 PACKING, SHIPPING AND DELIVERY**

9.1 Third-Party Logistics (Facilitated by Platform):

- 9.1.1 We may, at our discretion, facilitate shipping and delivery services through third-party logistics partners for certain listed products/services.
- 9.1.2 While we facilitate third-party logistics, we do not assume direct responsibility for the shipping process, quality of service, or delivery timelines. Any issues or disputes related to shipping and delivery should be addressed directly with the third-party logistics provider.
- 9.1.3 Users utilizing the platform's facilitated third-party logistics services agree to abide by the terms and conditions set forth by the logistics provider.
- 9.1.4 The platform will endeavor to provide Users with necessary tracking information and updates regarding the shipment's progress, whenever available from the logistics provider.
- 9.1.5 The platform is not liable for any delays, damages, or issues arising during the shipping and delivery process facilitated by third-party logistics partners.

9.2 In-House Logistics Services:

- 9.2.1 We will handle shipping and delivery services directly for certain listed products/services through our in-house logistics team.
- 9.2.2 We assume responsibility for the shipping process, quality of service, and delivery timelines for products/services managed by our in-house logistics team. Any issues or disputes related to shipping and delivery should be addressed directly with our customer service team.
- 9.2.3 Users utilizing our in-house logistics services agree to abide by our terms and conditions applicable to these services.
- 9.2.4 We will provide Users with necessary tracking information and updates regarding the shipment's progress as it becomes available from our in-house logistics team.
- 9.2.5 We are liable for any delays, damages, or issues arising during the shipping and delivery process handled by our in-house logistics team.

**9.3 Packing**

- 9.3.1 Users are required to ensure secure packaging when returning rented products. Secure packaging includes using appropriate boxes,

cushioning materials, and protective layers to prevent damage during transit.

- 9.3.2 Users must adhere to the following packaging guidelines: Use sturdy and durable packaging materials, Wrap fragile items with protective layers, such as bubble wrap, Seal packages securely to prevent any spillage or damage, Clearly label the package with the provided shipping information, Failure to comply with packaging guidelines may result in additional charges or penalties.
- 9.3.3 Users shall either use Platform facilitates logistics or use reputable courier services to ensure reliable and timely delivery. If you're using your own courier and service, Retain proof of shipping, including tracking information, for reference in case of disputes or concerns.
- 9.3.4 The deposit refund is contingent upon the returned product meeting the conditions specified in the agreement. Failure to comply with the packaging policy may result in deductions from the deposit for damages.

## **10.0 DISCLAIMERS**

- 10.1** Users are responsible for assessing the suitability, condition, and safety of rented products/services upon receipt. Any issues or concerns, including theft, damage, or non-return of property, should be reported to our platform promptly.
- 10.2** Users are required to provide accurate details, including Aadhar information and payments for deposits, rent, and platform commissions. Any misuse or fraudulent activity may result in account suspension.
- 10.3** The platform reserves the right to monitor and moderate activities, including listings, communications, and transactions, to maintain platform integrity and compliance with policies.
- 10.4** Users shall store and use all products in accordance with usual and reasonable standards of storage and use of such products and in accordance with the instructions on their packaging or instructions received from us.
- 10.5** Users acknowledge and agree that the Product is rented at your own risk. Users shall assume all responsibility for use of such Products.
- 10.6** Users acknowledge and agree that the contents of Products are not owned by RENTOFURNISH, and RENTOFURNISH does not have any rights or title to such contents, except for the right to List the Product and deliver the same to you.
- 10.7** While the Platform endeavors to include only quality products, Platform gives no warranty of fitness for the purpose of any of the products.
- 10.8** The Services are provided on an "as is," "as available" basis. The Platform makes no representations or warranties of any kind with respect to the Services provided by the Platform. The Platform assumes no liability or responsibility for any errors or omissions in providing the Services or any losses or damages arising from the use of the Services.
- 10.9** The Platform expressly disclaims all representations and warranties relating to the Services, including but not limited to, warranties of merchantability, fitness for a particular purpose, quality, accuracy, authenticity, title and non-infringement,

that the Services will function without interruption or errors in functioning, that there will not be disturbances related to internet service providers, cellular service providers, and cellular network operators or saturation of the internet network and for any other reason, that any update will continue to be made available, that defects in the Services will be corrected, or that the Services will be compatible or work with any third-party software, applications or third party services. The operation of the Services may be interrupted due to maintenance, updates, or system or network failures. The Platform disclaims all liability for damages caused by any such interruption or errors in functioning.

10.10 The Platform disclaims all liability and responsibility with respect to your use of the Platform and the Services, including but not limited to your use of third-party payment gateways, exposure of content to minors, and security of devices used to access the Platform.

10.11 The Platform takes all reasonable efforts to ensure that your use of the Platform is safe and is in line with safety and security practices for digital platforms. However, the Platform in no way assumes responsibility for data safety and security practices and standards of any third-party service provider embedded in the Platform.

## **11.0 YOUR OBLIGATIONS**

11.1 You agree and undertake that you are accessing the Platform and transacting at your sole risk and you are using your best and prudent judgment before renting any Product listed on the Platform or accessing/using any information displayed thereon.

11.2 You agree that we may, at any time, modify or discontinue all or part of the Platform, charge, modify or waive fees required to use the Platform, or offer opportunities to some or all Platform Users.

11.3 You agree to provide correct and accurate credit/ debit card details to the approved payment gateway for availing Services on the Platform. You shall not use the credit/debit card, which is not lawfully owned by You, i.e. in any transaction, You must use Your own credit/ debit card.

11.4 You agree to use the Platform and the Products provided therein only for purposes that are permitted by: (a) the Terms of Use; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

11.5 You agree to show a valid proof of ID and ID number in order to collect the products delivered by the logistics partner.

11.6 You agree and understand that all items rented from the Platform are made pursuant to a shipment contract which means that the risk of loss and title for such items passed to you upon our delivery to the carrier.

11.7 You agree to ensure the safe packaging of products when returning them to us. This includes using appropriate packaging materials to prevent damage during transit. The packaging must meet the standard guidelines provided by the Platform, and you shall be responsible for any damage caused due to inadequate



packaging. Failure to comply with safe packaging practices may result in additional charges or penalties, as determined by the Platform.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1. The Services and all processes, content including but not limited to any feedback, ratings, suggestions, comments or reviews relating to the products or use of Services provided by the Platform, software, market data, research and analyses, consumer insights, and methodologies, anonymized consumer profiling data, know-how, packaging, appearance, style, designs, and trade secrets used by the Platform in creating and performing the Services and operating the Platform as well as any related Intellectual Property rights throughout the world and all modifications thereto and derivative works thereof developed solely by the Platform, or by or with the input of another party (the "Platform's Intellectual Property") are protected by Indian copyright laws and other intellectual property laws. They belong exclusively to the Platform and may not be used or reproduced by you without the express written permission of the Platform.

12.2. The Platform hereby reserves any and all rights in the Platform Intellectual Property. You agree that you will not: (a) alter, modify, adapt, reverse engineer, decompile, disassemble the products or services or hack the software, or create derivative works from the Platform Intellectual Property; (b) license, share, resell, sell, or otherwise transfer the Platform Intellectual Property or access to such Platform Intellectual Property to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform Intellectual Property; (d) remove or alter any copyright or trademark notices or other notices included in the Platform Intellectual Property;

12.3. Your use of the Platform and the Services does not include an authority to resell or commercially use the Platform, the Services and RENTOFURNISH or its contents, product listings, description, packaging (including but not limited to size, design, color, pattern), prices, images, texts, page layout, illustrations for the benefit of another merchant, including but not limited to by way of data mining, robot applications or data gathering and extraction tools. No part of the Services and no part of Platform and its content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any digital platform or any other computer, server, application, website or other medium for publication or distribution or for any commercial enterprise, without RENTOFURNISH express prior written consent.

## **13. LIMITATION OF LIABILITY**

*Please read this section carefully as it limits the liability of RENTOFURNISH and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, "RENTOFURNISH"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.*

- 13.1. Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis without any representation or warranties, express or implied except otherwise specified in writing. Without limiting the foregoing, to the maximum extent permitted under applicable law, RENTOFURNISH DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 13.2. Without prejudice to the foregoing, RENTOFURNISH makes no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from *RENTOFURNISH* or through the Services, will create any warranty or representation not expressly made herein.
- 13.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RENTOFURNISH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORISED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.
- 13.4. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF RENTOFURNISH EXCEED THE AMOUNT YOU PAID RENTOFURNISH, FOR THE PRODUCTS GIVING RISE TO THE CLAIM.
- 13.5. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT RENTOFURNISH HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **14. INDEMNIFICATION**

- 14.1. You agree to indemnify and hold harmless the Platform and its officers, directors, employees and agents from any charges, complaints, damages, losses, liabilities,

costs and expenses (including attorneys' fees and expert fees) due to, arising out of or relating in any way to any violation by you of the Terms, including but not limited to obligations stated therein relating to the representation, warranty, intellectual property, access by minors, any applicable rule, regulation or law, your access or use of the Services and the Platform.

## **15. FORCE MAJEURE**

15.1. The Platform will not be responsible for a breach of the Terms, damages, losses, costs or expenses, caused by any failure or delay of performance of Services and disruption to the Platform if such failure or delay is caused by an act of war, floods, fires, inclement weather conditions, hostility, or sabotage, an act of God, pandemics, lockdowns, Labour stoppages, an electrical, internet, cellular network or telecommunication failure or power outage, government restrictions, political strikes or another event outside the reasonable control of the Platform.

## **16. INVALIDITY**

16.1. If any provision of the Terms is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

## **17. SEVERABILITY**

17.1. In the event any provision of the Terms become void or unenforceable, it shall not affect the validity of these Terms as a whole, and the unenforceable provisions shall be severed and the remainder of the provisions of these Terms shall continue in full force and effect.

## **18. GOVERNING LAW AND JURISDICTION**

18.1. These Terms shall be governed and interpreted by and construed in accordance with the substantive laws of India and subject to arbitration provisions below, each party hereby irrevocably and finally submits to the exclusive jurisdiction of the courts of Mumbai, India thereto in respect of any disputes, legal action or proceedings arising out of or in connection with the Terms, interpretation, duties, performance, breach, etc. of these Terms.

18.2. Should any Dispute arise out of or in connection with these Terms, the Parties hereto shall first endeavor to settle such Dispute amicably. If the Dispute is not resolved through amicable settlement within fifteen (15) days after the commencement of discussions or such longer period as the Parties mutually agree in writing, then either Party may refer the Dispute for resolution by arbitration according to the provisions of the Arbitration and Conciliation Act, 1996 (India) or any statutory amendment or re-enactment thereof, or any statute enacted to replace the same, for the time being in force. The arbitration shall be conducted by a sole arbitrator appointed by mutual consent of the parties. The seat and venue of arbitration shall be in Mumbai, India, and the language of the proceedings shall be English.

## **19. GENERAL**

- 19.1. The Platform's failure to exercise or enforce any right or provision of the Terms shall not be deemed to be a waiver of such right or provision. The platform is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control.
- 19.2. The Terms contain the entire agreement between you and the Platform and supersede all prior agreements between the Parties regarding the subject matter contained herein, except as otherwise specifically noted herein.
- 19.3. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services or use of the Platform.
- 19.4. You may not assign or delegate any rights or obligations under the Terms. Any purported assignment and delegation shall be ineffective. Platform may freely assign or delegate all rights and obligations under the Terms, fully or partially, without notice to you.