

## **TERMS OF SERVICE**

*EFFECTIVE 1<sup>st</sup> February 2025*

**SANLAYAN TECHNOLOGIES PRIVATE LIMITED** (“**Sanlayan**”), a company incorporated in India and existing under the Companies Act, 2013 is the author and publisher of the internet resource, website - <https://www.sanlayan.com> (the “**Site**”), and is a fables embedded product engineering design house with the concept of "One Stop Solution Company" that can take up design and development of customized systems including hardware, software, and mechanicals through engineering services and IT consulting. Sanlayan’s core capability lies in board level designs and systems on a programmable chip with expertise in FPGA and ASIC centric designs. Sanlayan’s focus & expertise are in areas of defense, aerospace, industrial, networking, telecom and semiconductor industry segments. Being an ISO 9001:2008 certified company and having an in-house assembly unit; Sanlayan excels in design prototyping and volume productions with low volume high mix and high-volume low mix requirements (“**Services**”).

Please carefully go through these User Terms (*as defined hereinbelow*) along with the **Privacy Policy** available on the Site before you decide to access the Site or avail of any Services. These User Terms and the Privacy Policy together constitute a legally binding agreement (“**Agreement**”) between You and Sanlayan and shall apply to and govern your visit to and use, of the Site programming interfaces, software, tools, data, documentation, or website and any of its products or services whether through a computer or a mobile phone as well as to all information, recommendations and or Services provided to You on or through the Site.

### **1. DEFINITIONS**

All of the defined and capitalized terms in this User Terms will have the meaning assigned to them here below:

- (i) “**Applicable Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India including but not limited to the Indian Contract Act, 1872, the (Indian) Information Technology Act, 2000 (the “**IT Act**”), Digital Personal Data Protection Act, 2023 and 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 “**SPDI Rules**”), and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (the “**IG Rules**”).
- (ii) “**User Terms**” shall mean these terms of service.
  - (iii) “**Customer/Vendor/you/your/User(s)**” shall mean any user of the Site or a visitor of the Site.
  - (iv) “**Force Majeure Event**” shall mean any and all events arising due to any cause beyond the reasonable control of Sanlayan.
  - (v) “**Sanlayan**” or “**us**” or “**we**” or “**our**” shall mean Sanlayan Technologies Private Limited, a company existing under the provisions of the Companies Act 2013, which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
  - (vi) “**Information**” shall mean all information on the Site including but not limited to content, text, data, graphics, images, information, suggestions, and guidance.
  - (vii) “**Permitted Information**” shall mean Registration Data or any other data submitted by you during the use of any Service offered through the Site.
  - (viii) “**Registration Data**” shall mean and may include the present, valid, true, and accurate name, email ID, phone number, home and office addresses, bank account details and any other information as may be required by Sanlayan from the User from time to time.

## 2. NATURE AND APPLICABILITY

This Agreement defines the terms under which you are allowed to use the Site while you are registered as a User with us. These User Terms apply to the services made available by Sanlayan on the Site and to other users/visitors of the Site.

- (a) By accessing the Site to use the Services, you irrevocably accept all the User Terms stipulated in this Agreement and agree to fully abide by them.
- (b) This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing of any Service, you signify your acceptance of this Agreement. We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time.
- (c) Your acceptance of the User Terms shall also be deemed to include your acceptance of the Privacy Policy available at the Site.
- (d) You should read these User Terms at regular intervals. Your use of the Site following any such modification constitutes your agreement to follow and be bound by these User Terms so modified. Any additional User Terms, disclaimers, Privacy Policy, and other policies applicable in general and/or to specific areas of this Site or to particular service are also considered as part of the User Terms.
- (e) You acknowledge that you will be bound by this Agreement to avail of any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Site or avail any of our Services.

- (f) Your access to the use of the Site and the Services will be solely at the discretion of Sanlayan. The User Terms are published in compliance with and is governed by the provisions of Indian law, including but not limited to:
1. the Indian Contract Act, 1872;
  2. the IT Act, 2000;
  3. the Digital Personal Data Protection Act, 2023; and
  4. the rules, regulations, guidelines, and clarifications framed there under, including SPDI Rules and the IG Rules as amended from time to time.
- (g) We reserve the right to store information on a User's computer in the form of "cookies" or similar files for purposes of modifying the Site to reflect the User's preference. Sanlayan shall try to ensure that all information that is provided on the Site with respect to policies/products/services is accurate in all respects and is kept up to date. However, Sanlayan does not guarantee the timeliness, accuracy, completeness, reliability or content of the information and any changes that are made with respect to the same.
- (h) Sanlayan's performance to this Agreement is subject to Applicable Laws and legal processes, and nothing contained in this Agreement is in derogation of Sanlayan's right to comply with governmental, court, and law enforcement directions relating to the use of this Site or information provided to/gathered by Sanlayan vis-à-vis such use.
- (i) Sanlayan may introduce new services in relation to the Site from time to time. The existence and availability of the new services will be notified on the Site as and when they become available and any revisions in the User Terms will take place in accordance with these User Terms. In addition, Sanlayan may also publish notices of a general nature, which are applicable to all visitors or Users on its Site. Such notices will have the same effect as a notice served individually to each visitor or User.
- (j) This Agreement is an electronic record in terms of the IT Act and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### **3. MINIMUM AGE**

You must be 18 years of age or older to register, use the Services, or visit or use the Site in any manner. By visiting, and using the Site or accepting this Agreement, you represent and warrant to Sanlayan that you are 18 years of age or older and that you have the right, authority and capacity to use the Site and the Services available through the Site, and agree to and abide by this Agreement. The Site is not intended for use by individuals under the age of 18. We do not knowingly collect any personal information from children. If you become aware that a child has provided us with personal information without parental consent, please contact us, and we will take steps to remove such collected information.

#### **4. ACCOUNT REGISTRATION, MEMBERSHIP AND MANNER OF USAGE OF ACCOUNT**

(a) If and when the Site provides options for registration of account, membership options, or account usage, such services will be governed by the terms as may be intimated by Sanlayan to you.

(b) By using the Site or the Service, you further agree that:

- i) You will only use the Site and Service for your sole, personal use and will not resell or assign it to a third party;
- ii) You will not use an account (related to services introduced in the future) that is subject to any rights of a person other than you without appropriate authorization;
- iii) You will not use the Services or Site for unlawful purposes;
- iv) You will not try to harm the Service, Site or our network in any way whatsoever;
- v) You may not use cheats, automation software (bots), hacks, modifications (mods), or any unauthorized third-party software designed to modify the Services;
- vi) You will provide Sanlayan with such information and documents that Sanlayan may reasonably request;
- vii) You may not submit, transmit, display, perform, post, or store any content that is inaccurate, illegal, including copyrighted images without consent, defamatory, obscene, sexually explicit, pornographic, violent, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel, insensitive, deceptive, or otherwise objectionable;
- viii) You will not duplicate, decompile, reverse engineer, disassemble, or decode the Services or attempt to do any of the same;
- ix) You will not use the Services for bullying, disruptive or objectionable purposes, or in violation of our policies and standards, including our Privacy Policy or for political campaigning or lobbying purposes, or for fraudulent, inciting, organizing, promoting or facilitating violence or criminal or harmful activities;
- x) You shall not attempt to bypass, deactivate, or otherwise disrupt security features of the Site, including those that prevent or limit the use or copying of any content or enforce restrictions on the Site's use and/or the features therein;
- xi) You will not upload or send viruses, trojan horses, or other harmful material, including excessive use of capital letters and spamming (repeated posting of identical text), that disrupts any party's uninterrupted use of the Site or alters, impairs, disrupts, modifies, or interferes with the Site's use, features, functions, operation, or maintenance;
- xii) You will comply with all Applicable Laws from your country of domicile and residence and the country, state and/or city in which You are present while using the Site or Service;

- xiii) You are aware of and shall comply with the IT Act and the rules, regulations and guidelines notified thereunder as amended from time to time;
  - xiv) You are aware of and shall comply with the Applicable Laws and the rules, regulations, and guidelines notified thereunder as amended from time to time.
- (c) Sanlayan assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Site or the downloading of any material, data, text, images, video content, or audio content from the Site. If a User is dissatisfied with the Site, the User's sole remedy is to discontinue using the Site.
- (d) Sanlayan reserves the right to immediately terminate the Service and the use of the Site in the event of non-compliance with any of the above requirements. Further, subject to Applicable Laws, Sanlayan may store the information provided by you or record your calls for contacting you for all Service-related matters including obtaining feedback in relation to the Services provided/facilitated through the Site.
- (e) User agrees to grant Sanlayan a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your collected information, in any media now known or not currently known, with respect to your collected information.
- (f) You expressly consent to receive communications from us and our customers offering services and value-added services to you via your registered phone number, email address, and/or the Site. You acknowledge that you will not hold us responsible for any communications received from us, and such communications shall not be considered spam, unsolicited communication, or a violation of your registration on the National Do Not Call Registry. Furthermore, you agree that we may contact you through telephone, email, SMS, or any other electronic means for purposes including, but not limited to, matters related to the Site or services, connecting for further details, and resolving complaints, inquiries, or information requests. Further, you agree that Sanlayan may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of including but not limited to:
- (i) Obtaining feedback in relation to Site or Sanlayan's Services;
  - (ii) Connecting for any further details; and
  - (iii) Resolving any complaints, information, or queries.

You have the option to opt out of receiving such information at any time. To do so, you may contact us at [Compliance@sanlayan.com](mailto:Compliance@sanlayan.com). Upon receiving your request, Sanlayan on best effort basis shall process your request and discontinue sending you further information.

## 5. PUBLICITY RIGHTS

**You hereby grant us the right and license to use your name, your company's name, and/or logo for inclusion in our customer list and on our official website for promotional and marketing purposes.** This right shall be exercised in accordance with the User Terms. If at any time you have concerns regarding such purposes, you may reach out to us by emailing at [Compliance@sanlayan.com](mailto:Compliance@sanlayan.com). We will review and address your concerns accordingly.

## **6. FORCE MAJEURE**

Sanlayan will not be responsible for failure or delay of performance for any Services if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party.

## **7. CANCELLATION OF ACCOUNT**

If and when the Site provides options for account registration, membership, or account usage, cancellation of such accounts will be governed by the terms as may be intimated by Sanlayan to you.

## **8. COMPLIANCE WITH LAWS**

We will comply with all the Applicable Laws in our provision for Services and any processing of Permitted Information (related to services introduced in the future). We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

## **9. RIGHTS AND OBLIGATIONS OF THE USER**

- (a) Sanlayan hereby informs Users that as mandated by Rule 3(1) of the IG Rules they are not permitted to host, display, upload, modify, publish, transmit, update, or share any information that:
- (i) belongs to another person and to which the User does not have any right;
  - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, 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;
  - (iii) harm minors in any way;
  - (iv) infringes any patent, trademark, copyright or other proprietary rights;
  - (v) violates any law for the time being in force;
  - (vi) deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive or menacing in nature;
  - (vii) impersonate another person;



- (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
  - (ix) 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 offence or prevents investigation of any offence or is insulting any other nation.
- (b) Users are also prohibited from:
- (i) violating or attempting to violate the integrity or security of the Site, or any content of Sanlayan;
  - (ii) transmitting any information (including job posts, messages and hyperlinks) on or through the Site that is disruptive or competitive or prejudicial to the provision of Services;
  - (iii) intentionally submitting any incomplete, false or inaccurate information;
  - (iv) making any unsolicited communications to other Users;
  - (v) using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Site;
  - (vi) attempting to decipher, decompile, disassemble or reverse engineer any part of the Site;
  - (vii) copying or duplicating in any manner any of the information available from the Site; and/or
  - (viii) framing or hot linking or deep linking any of the information available from the Site.
- (c) Sanlayan, upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information (as mentioned above) generated by Users, or on being notified by the appropriate Government or its agency that the Site is being used by the User to commit any unlawful act and/or is being used in violation of paragraphs above, shall be entitled to remove or disable access to the material or information that is in contravention of such paragraphs. Sanlayan is entitled to act, as required by the Applicable Laws as and where required. Sanlayan shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- (d) In case of non-compliance with any Applicable Laws, rules or regulations, or these User Terms (including the Privacy Policy), Sanlayan has the right to immediately terminate the access or usage rights of the User to the Site and Services and to remove non-compliant information from the Site.

## 10. INTELLECTUAL PROPERTY OWNERSHIP

- (a) Sanlayan alone (and its licensors, where applicable) shall own all rights, title, and interest, including all related intellectual property rights, in and to (i) the Site, product, Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or any other offering; (ii) text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, copyright, patents, sounds, music, artwork and computer codes including but not limited to all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site; or (iii) other information provided by you or any other party relating to the Site, or the Service. Third-party trademarks may appear on this Site and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, you need to get permission directly from the owner of the intellectual property for any use.
- (b) These User Terms do not constitute a sale and do not convey any rights of ownership in or related to the Site or the Service, or any intellectual property rights owned by Sanlayan. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by the use of the Services or the Site.

## **11. SUBMISSIONS**

You acknowledge and consent that any inquiries, remarks, proposals, concepts, feedback, or other information regarding the Site ("**Submissions**") provided by you to us are not confidential and will become our exclusive property. We will possess full rights, including all intellectual property rights, and will have the unrestricted authority to utilize and distribute these Submissions for any lawful purpose, whether commercial or otherwise, without any recognition or compensation to you. You hereby relinquish all moral rights pertaining to any such Submissions, and you affirm that any Submissions provided are either original to you or that you hold the necessary rights to submit them. You agree not to hold us liable for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **12. INDEMNITY**

- (a) User agrees to indemnify and hold harmless Sanlayan, its affiliates, officers, directors, employees, consultants, licensors, agents, representatives and partners from any and all third-party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation or breach of these User Terms, any Applicable Law or regulation, whether or not referenced herein or infringement by any other User of his/her/its account, of any intellectual property or other rights of any person or entity. Sanlayan will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, to the extent that such action is based upon or arises out of:
  - (i) unauthorized or illegal use of the Site or our Service by you or your affiliates;
  - (ii) your noncompliance with or breach of this Agreement;



- (iii) your use of any third-party products which are used in connection with the Services; and
- (iv) the unauthorized use of the Site or availing our Service by any other person.

You further agree to provide us with assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

- (b) You understand and agree that you are personally responsible for your behavior on a Site. You agree to indemnify, defend and hold harmless Sanlayan, its subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use a Site or any Services, or any violation by you of these User Terms.

### **13. DISCLAIMER OF WARRANTIES**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. BY USING THE SITE AND OUR SERVICES, YOU AGREE THAT YOU DO SO AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND YOUR USE THEREOF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR ANY OF THE LINKED WEBSITES WHICH SANLAYAN MAY INTEGRATE FROM TIME TO TIME, AND WE ASSUME NO LIABILITY FOR ANY ERRORS, INACCURACIES, PERSONAL INJURY, PROPERTY DAMAGE, UNAUTHORIZED ACCESS TO OUR SERVERS, INTERRUPTIONS IN SERVICE, VIRUSES TRANSMITTED THROUGH THE SITE, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF USING ANY CONTENT PROVIDED ON THE SITE. WE DO NOT ENDORSE OR GUARANTEE ANY PRODUCTS OR SERVICES WHICH MAY BE OFFERED BY THIRD PARTIES THROUGH THE SITE, AND WE ARE NOT RESPONSIBLE FOR MONITORING TRANSACTIONS BETWEEN YOU AND ANY OF THE THIRD-PARTY PROVIDERS. AS WITH ANY PURCHASE, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION.

### **14. LIMITATION OF LIABILITY**

- (a) The information, recommendations and Services provided to you on or through the Site are for general information purposes only and do not constitute advice.
- (b) Sanlayan shall not be liable for any damages resulting from the use of or inability to use the Site, including damages caused by the wrong usage of the

- Site, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of any Information.
- (c) The information available on the Site could include inaccuracies or typographic errors. Sanlayan has endeavoured to ensure that all the information on the Site is correct, but Sanlayan neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. Sanlayan makes no warranty, express or implied, concerning the Site and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of Services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or from the use of the information contained in the Site.
  - (d) In no event shall Sanlayan shall be liable for the provision of or failure to provide all or any Services to Users contacted or managed through the Site;
    - (i) any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Site;
    - (ii) any other matter relating to the Site or the Service.
  - (e) If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability, the scope and duration of such warranty exclusions and the extent of the liability of Sanlayan shall be the minimum permitted under Applicable Law.
  - (f) Under no circumstances, including but not limited to negligence, shall Sanlayan, its employees and directors, its suppliers and any of its third party advisors as may be appointed at the discretion of Sanlayan from time to time be liable for any indirect, incidental, special or consequential damages or any damages whatsoever including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data or other intangible, business interruption, loss of privacy, or any other pecuniary loss), arising out of or in any way connected with the use/delivery/performance of the Site, with the delay or inability to use this Site or any links or items on the Site, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through this Site, or otherwise arising out of the use of this Site, whether based on contract, tort, strict liability or otherwise, or for cost of procurement of substitute goods and repair & correction services or resulting from the use of this Site or obtained or messages received or transactions entered into through or from the Site or resulting from unauthorized access to or alteration of your transmissions or data, even if we have been advised of the possibility of such damages.
  - (g) In no event shall our liability to you for all damages, losses, and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by You in the last year immediately preceding the claim year, if any, for accessing the Site.
  - (h) All transactions that are carried out by and on behalf of the User shall be subject to government notifications, the rules, regulations and guidelines issued by

regulatory bodies defining rules/regulations governing the offer of any service on the Site. Sanlayan shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of Sanlayan to perform any of its obligations under these User Terms or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event and in such case, its obligations shall be suspended for so long as the Force Majeure event continues.

- (i) The User understands and agrees that any material and/or data downloaded or otherwise obtained through the Site is done entirely at his/her own discretion and risk and the User himself/herself will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

## **15. THIRD-PARTY WEBSITES AND CONTENT**

- (a) The Site may be linked to the websites of third parties, affiliates, and business partners. However, Sanlayan is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of any businesses or individuals or the content of their website. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Site. Your linking to any other off-site website is at your own risk. This Policy does not apply to such third-party sites, and we are not responsible for their privacy practices. We encourage you to review the privacy policies of those third parties before proceeding to such websites.
- (b) Sanlayan reserves the right to display sponsored ads on the Site. Without prejudice to the status of other content, Sanlayan shall not be liable for the accuracy of the information or the claims made in the sponsored listings. Sanlayan does not encourage the Users to visit the sponsored listings page or to avail of any services from them. Sanlayan will not be liable for the services of the providers of the sponsored listings.

## **16. TERM AND TERMINATION OF USER TERMS**

- (a) Unless terminated, the Agreement between Sanlayan and the User is perpetual in nature upon browsing the Site and availing the Services through the Site.
- (b) Sanlayan reserves the right to suspend or terminate a User's access to the Site and the Services with or without notice and to exercise any other remedy available under law, in cases where:
  - (i) Such User breaches any User Terms of this Agreement;
  - (ii) A third party reports the violation of any of its rights as a result of your use of the Services;

- (iii) Sanlayan is unable to verify or authenticate any information provided to Sanlayan by a User;
  - (iv) Sanlayan has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or;
  - (v) Sanlayan believes in its sole discretion that User's actions may cause legal liability for such User, other Users or Sanlayan or are contrary to the interests of the Site.
- (c) Termination of this Agreement will not prejudice accrued rights of either Sanlayan or the User.
- (d) Paragraphs pertaining to Indemnification, Liability Limitation of Liability, Intellectual Property Ownership, Term and Termination, Applicable Law and Dispute Resolution and such other provisions which are intended to survive the termination, shall survive the termination of these User Terms in accordance with their terms.

## **17. AUTHORITY TO SANLAYAN**

The User hereby authorizes Sanlayan to carry out his instructions, effecting any such transactions as may be permitted by Sanlayan at its discretion from time to time, in accordance with these User Terms and such other terms as may be specified.

## **18. EVIDENCE OF TRANSACTIONS**

For any transaction which may be permitted by Sanlayan at its discretion from time to time, Sanlayan's own records of such transactions maintained through computer systems or otherwise, shall be accepted as conclusive and binding for all purposes. The record of the transaction as generated from the systems of Sanlayan shall be conclusive proof of the genuineness and accuracy of such transactions.

## **19. APPLICABLE LAW AND DISPUTE RESOLUTION**

These User Terms are subject to the laws of India and courts of Bangalore shall have jurisdiction over Disputes or differences arising out of the same. Any Dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service (collectively, "**Dispute(s)**") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Sanlayan as it may designate. In the event the Dispute is not resolved internally after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The reference shall be made to a sole arbitrator appointed by Sanlayan.

## **20. 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 this 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; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## **21. CONFLICT**

In the event of any conflict, contradiction, or inconsistency between the provisions of these User Terms and any other agreement separately executed between you and Sanlayan, the terms of the separately executed definitive agreement (if such an agreement exists and has been duly entered into by the parties) shall prevail. However, any exceptions to this principle must be expressly agreed to in writing by both parties, with specific reference to the provisions of these User Terms. Absent such express written agreement, the terms of the definitive agreement shall govern.

## **22. WAIVER**

No provision of this Agreement shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by Sanlayan. Any consent by Sanlayan or a waiver by Sanlayan for any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy.

## **23. JURISDICTIONAL ISSUES**

Unless otherwise expressly set forth herein, Sanlayan makes no representation that materials on this Site are appropriate or available for use in any location. Those who choose to access this Site agree to do so at their own initiative and are responsible for compliance with applicable local laws. The Services that are part of the Site do not constitute an offer to sell or a solicitation of an offer to buy to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

## **24. CONTACT INFORMATION OF THE GRIEVANCE OFFICER**

- (a) If a User has any questions concerning the Site, Services this Agreement, or anything related to any of the foregoing, please write to us at [Compliance@Sanlayan.com](mailto:Compliance@Sanlayan.com).
- (b) In accordance with the IT Act, and the rules made there under, if you have any grievance with respect to the Site or the Service, including any discrepancies and grievances with respect to the processing of information, you can contact our Grievance Officer Name: Kamal Chouhan, and email: [Compliance@Sanlayan.com](mailto:Compliance@Sanlayan.com).
- (c) You can contact the Grievance Officer for any concerns or grievances related to the privacy policy or the handling of your personal information. We encourage you to provide specific details regarding your concern to facilitate a prompt and appropriate response. Please note that the Grievance Officer is appointed to

address privacy-related concerns specifically. For general inquiries or support regarding the B2B platform, we recommend reaching out to our customer support team through the designated channels provided on the Site. We are committed to addressing any privacy concerns in a timely and appropriate manner.