

# TERMS OF USE

**Last Updated on 18/08/2021**

Please read the following TERMS OF USE carefully. By using this website, <https://thelegalcapsule.com/> you agree that you have read, understood and are bound by the following Terms and Conditions laid down here and all applicable laws including Indian laws. In case you do not agree, kindly do not access our website and accept our services. These terms of use are binding between the ATTORT LEGAL ATTORT LEGAL CONSULTANCY and the user.

In these terms, references to “you”, “user”, “yourself”, “your”, “client”, “your organization”, “your company”, “shall mean the end-user/customer accessing the website, its contents and using the services offered through the website. The terms, “TLC”, “we”, “us”, “our” shall mean The Legal Capsule, a software product of Attort Legal Consultancy Pvt. Ltd.

These terms of use and conditions shall be read together with the website displayed privacy policy, GDPR compliances guidelines, disclaimers (collectively agreement )as provided by us and of the webpage of the website, or otherwise in whichever mode.

## **1. Purpose For Terms Of Use**

These terms and conditions ("Terms") govern the "Customer's"/ "User's") governs your access to and use of The Legal Capsule's Website and the Contract Lifecycle Management Platform (hereinafter referred to as a "Service" and collectively as "Services") and governs the relationship between the user and us.

This contract /letter is an electronic record in terms of the amended Information Technology Act, 2000 and rules and regulations made thereunder. 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 Terms for access or usage of our service via Legal Capsule. This document meets the stipulations and conditions mentioned in Section 65B (2) of the Indian Evidence Act, 1872

## **2. How Do We Amend Terms Of Use**

we update our Terms & Conditions considering any changes in the mode of operation, modifications to the features, facility, services, information etc . and let the users/you know about the update through “LAST UPDATED ON” and terms become immediately effective from the date. We expect you to bear the responsibility to read and review all such updates made before accessing our Platform or accepting any services offered by us. By accessing the website after being updated you indicate the agreement to the modifications done to the terms of use. The user herein agrees to waive the right to

### **3. Your Consent To Terms Of Use**

We take your consent to these terms of use specifically by providing you with the check box of the “ **I AGREE**” button or when you accept our services, you give your consent to these Terms & Conditions. If you do not agree to be bound by these Terms, you are not permitted to use the Services. In such cases, our website and services shall not be accessed by you. We also provide our terms & conditions at the website footer and also displayed at the time when you sign up. In addition, we email you the terms and conditions along with the privacy policy when you sign up by providing the email-id to us.

### **4. Who Are We & Our Services**

The Legal Capsule is a Contract Lifecycle Management System Platform which is the web product of Attort Legal Consultancy Private Limited having registered office at Office Number 5, 2nd Floor, CIBA Agnel Technical Education Complex, Verna, Goa 403713. The Legal Capsule is a technology-driven legal solution online Platform that provides features to create, edit, collaborate, negotiate, e-sign, store and manage contracts/ agreements online at your ease. We provide our digital contract services through our web application “ <https://www.thelegalcapsule.com/>” only. We also provide various contract templates and legal support in drafting the contract. Our software or web application (The Legal Capsule ) can automate the contracts pertaining to the Legal, Human Resources, sales and any other related department of your organization.

### **5. User Eligibility**

We offer our services only to eligible users and we solely depend upon the representations made by the users pertaining to eligibility to use our platform. We hold sole discretion to block access, terminate or suspend your account in case of any false or misrepresentations. We do not bear the responsibility for the veracity of eligibility and information provided by the users And the user warrants to provide complete, accurate updated, true information to us.

The user shall be eligible and competent under the Indian Contract Act 1872. The user below age 18 years, minors without parental/guardian control, unsound mind, insolvent, etc are not

eligible to use our software. In Addition, the user using our Platform shall be authorised if accessing our Platform on behalf of a different person or entity. The user of the paid platform of contract management may include individual or body corporate entity represented by its authorised employee's directors and party to the contract whether individual or entity represented by its employees, directors and such other authorised signatories.

## **6. Use Of Our Service**

### **Licence to use -**

We grant you licence to you limited, non-exclusive, non-assignable non-transferable, non-sublicensable, revocable right to access and use the SAAS Services solely for the purpose of internal business operations subject to these terms and permission to use our services for which you have paid all applicable Fees by creating an account and or allowed to be used by us, subject to the compliance of the agreement (terms of use, privacy policy GDPR compliance, disclaimer collectively ). We not grant the user licence to the user but a mere pay per use service and retains all rights with us. The services provided legal capsule shall be used for the purposes of which it is set that is contract management only.

### **Services &Its Permitted use -**

Our Platform offers features to enable you to create a new document (example - word processor) or upload PDF –You may create the draft, legal contract just like MS word, edit the same, copy-paste your contents, apply company seal, upload annexures for the contract in the form of photos, PDF, images JPEG, PNJ etc, use our clause library to add or edit particular clause in the contract, apply letterhead, pay and apply stamp paper, add the number of signatories or parties, digital signature certificate, set renewal date for the documents, share the document, allow the other signatory to edit the document, take the approval for the documents/draft of the contract from all the signatories, affix the signatures, pay and choose the type of signature – aadhar card, virtual signature. Bulk send and share the drafts to many people multiple times by selecting the already created list of people, KYC verification, Chat/send messages to the added parties, storage, Manage your wallet for the payments. All of which features shall collectively be called “SERVICES”

**User Generated Contents**– The Platform shall be used for the execution of contracts and agreements for the authorised administrative work only. Hence the user shall create, upload the contents, images, messages, chats annexures for no other purpose than stated above. You agree not to upload, use, write any contents including images not belonging to you, unlawfully obtained, unauthorised, in violation of copyright, abusive, unlawful, hateful, derogatory, slanderous, defaming, unauthorised use of confidential material, trade secrets etc by applicable laws. The contents that you create are not available to us apart from

exceptional situations of scrutiny/investigation done upon receipt of the complaint, the issue raised /detected, regulatory or governmental orders received.

We assure you that we do not hold any rights over the contents created by you and it solely belongs to the parties who generate such contents. By accessing and using the features provided on the platform, you agree to permit us to process your request for each feature available on the platform.

**Letterhead/Company seals**–This feature to attached company seal or letterhead to the contract shall be used by the users authorised to use the Company Seal and letterhead for the particular document created by the user.

**Adding parties & bulk send** –You agree to add the authorised parties and signatory intended to be added for the purpose of sharing, signing, review the contract only in an authorised manner. You agree not to disclose any confidential contents etc by adding unauthorised parties whether by error, mistake or intentional. You agree to be responsible for any unauthorised sharing and disclosure. The documents once shared cannot be undone.

**Signatures**- You acknowledge and agree to the risk of using the signature affixation feature on the platform whether virtual,aadhar, digital signature and use it in a lawful manner. You agree to use the original signature whether in the form of virtual,aadhar, digital signature belonging to you only, as done in the usual and accepted manner otherwise in bank transactions,aadhar card, pan card.

**Stamp Paper** - Requests for Stamp Papers shall be strictly made by you at least ten (10) days before initiating any transaction by clicking on the “Request for Stamp Paper” button on your dashboard and by selecting the required value of the Stamp Paper. In any case, if you fail to intimate The Legal Capsule of the same, within the stipulated period, The Legal Capsule shall not be held responsible/liable for any delay in initiating /completing the transaction in question.

**Responsibility of enforceability of e-contracts** - The legal capsule does not take any liability whatsoever, to prove enforceability/admissibility of electronic stamp papers or in case of contractual disputes between the parties in courts of law except in situations where technical support/assistance from the legal capsule will be required by a court of law.

You agree not to hold TLC responsible with regard to the appropriate stamp duty for executing your contracts. The Stamp duty/ the value of the stamp paper(s) required, shall solely depend upon the value of the stamp paper selected by the user on his/her dashboard.TLC only assists in procuring the requested Stamp Paper(s) for you so that you can electronically affix it onto the agreement which needs a stamp paper. A hard copy of the requested stamp paper(s) will be sent to you at the address provided by you.TLC shall not be held liable in any manner whatsoever for any misuse/mishandling of the stamp paper (s)

or for any technical/human errors in the process of getting the stamp paper(s) delivered to you.

## 1. User Restrictions

By using this website, you represent and warrant that-

- a) All registration information you submit is true, accurate, complete and current.
- b) You will maintain accuracy and update the changes in the information from time to time.
- c) You have the legal capacity to use and contract and agree to be bound by these terms of use.
- d) You are not under the age of 18 years old
- e) You will not use the website for any illegal, unlawful, unauthorised purposes or through such means.
- f) Your use of the website shall not violate any applicable laws.
- g) You will not use the Sites for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind.
- h) You agree not to pretend to be any other person or a representative of any entity, whether actual or fictitious, including any employee or agent of LEGAL CAPSULE or any third party that provides services related to the Sites.
- i) The user shall not permit any person to engage in the following activities:
  - Copy or republish the API of LEGAL CAPSULE
  - Republish or redistribute any content
  - Make the API available to any third party;
  - Use or access the API Services for any purpose which is not agreed upon and mentioned in these terms between the User and LEGAL CAPSULE
  - Create derivative versions of the API Services provided by LEGAL CAPSULE
  - Extract, derive or attempt to extract or derive source code of the API provided by LEGAL CAPSULE
  - Use the API Services to create a related API or website ;
  - Make any alteration to the Website, edit or otherwise modify any material on the website
  - Conduct any load testing or security testing
  - Show any material from the website in public
  - Copy or republish the Website,
  - Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the website used to provide the Services or in the Documentation,
  - Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Website used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or
  - Copy, reproduce, aggregate, reproduce, republish, uploaded, posted, publicly display, encode, translate, transmit, distribute, sell, license, otherwise exploit the contents of the website for any commercial purpose without any express prior permission.

- Circumvent, disable, otherwise interfere with the security-related features of the website including features that prevent or restrict the use or copying of any content or enforce a limitation on the use of the information and the contents of our website.
  - Engage in unauthorised framing of or linking to our website.
  - The trick, defraud, mislead, us or other users of the website in an attempt to learn sensitive account information such as user password.
  - Make improper use of support services or submit a false report
  - Use the website to harass, abuse, harm any other user of our website or our employees, partners, affiliates etc.
  - Copy or adapt sites website including Flash ,PHP,HTML,JAVA SCRIPT other codes .
  - Transmit or upload any material that acts as a passive or active information collection or transmission mechanism.
  - you agree that you will not use any robot, spider, other automatic devices, or manual process to monitor, scrape, or copy our Sites or the LEGAL CAPSULE information contained therein, or conduct any photography at our premises without our permission. You will not access the website through automated or non-human means, whether via the bot, script, otherwise.
- j) You shall 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;
  - 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 cognisable offence or prevents investigation of any offence or is insulting any other nation
- k) In case any of the above uses are found, we reserve the right to terminate your access to our website without any liabilities.

**l) Acceptable Use Of Communication Services-**

- The Legal Capsule shall provide a large number of communication services which include live chats, comment threads, blog posts, question and answer products, customer service communication forums and other message services.

- The User shall agree to use the communication services only to post, send and receive messages or materials proper to and related to the particular communication service.
- All the data generated, received by users to be treated as confidential by the recipient of the data so generated by us

m) You warrant -

- not to misuse our services or help anyone else to do so
- not to copy, upload, download, or share content unless you have the right to do so.
- not probe, scan or test the vulnerability of any system or network unless our permission is specifically taken to do so.
- not breach or otherwise circumvent any security or authentication measures or feature as is
- not access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been allowed to use
- not interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- not access, search or create fake accounts for the Services by any means other than our publicly supported interfaces
- not send unsolicited communications, promotions or advertisements, or spam;
- not send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- not promote or advertise products or services other than your own without appropriate authorization;
- not publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda;
- not advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment;
- not harass or abuse our personnel or representatives or agents performing services on behalf of us;
- not violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading; or
- not violate the privacy or infringe the rights of others.
- Not reproduce, distribute, publicly display, or publicly perform the Service, make modifications to the Service; if are prohibited under applicable law from using the Service or any of the platform feature, you may not use it.
- not use the Service on behalf of any third party, or in a service bureau or similar capacity.

## **2. Your Responsibilities**

You shall be responsible to maintain your account with user id and password, the confidentiality of your information and contents avoiding its disclosure to others to prevent unauthorised acts.

### 3. Payments

**Mode** -Our services and corresponding charges, packages, plans are provided on our Platform. You will be offered services for which you have paid or as per the package selected by you. We do not provide any bank details on our Platform, we have integrated our Platform with RAZERPAY a payment gateway in a secured manner. However you acknowledge and agree to the risks associated with the payment transaction initiated on our platform.

**Terms** - The Legal Capsule offers 5 different subscription Plans with multiple features in each:

- a. Startup
- b. Premium
- c. Enterprise
  - I. To learn more in detail visit our Pricing Page: <https://thelegalcapsule.com/pricing.php>
  - II. The Legal Capsule shall invoice the services on a monthly basis. Upon raising the said invoice, you will have 7 days period to complete the payment for the same.
  - III. Post 7 days we shall send a payment reminder to you. Post reminder, you shall only have 3 days to complete the payment. If payment is not completed within the above stipulated period, then we shall pause the services provided to you.
  - IV. We shall not take any liability whatsoever for the damage caused to your company for the pausing of the services due to non-payment of fees.
  - V. TLC reserves the right to modify, change or update pricing plans depending upon the circumstances. The Legal Capsule shall intimate the User One (1) month before initiating the updated pricing.
  - VI. Upon selecting and paying for the appropriate subscription plan, you automatically enter into a legally binding and enforceable contract with TLC to use the platform subject to the present terms of use.
  - VII. All payments made to TLC for the use of its SAAS based product shall be made by way of Account Transfer/NEFT.
  - VIII. There will be an annual increment in pricing at the rate of 25% of the existing subscribed plan.
  - IX. We accept payments through Razorpay
  - X. You agree to provide current complete, accurate purchase and account information for all purchases made via our website.
  - XI. We reserve the right to correct any errors and mistakes in the pricing, even if we have already requested or received the payment from the user. We also reserve the right to refuse any order placed through our website.

**Refunds**– The Legal Capsule does not entertain any request or demand for a refund of fees paid towards a subscription to the services. The fees paid towards subscription shall not be refunded unless such claim arises due to breach of any terms by The Legal Capsule.

#### 4. **Onboarding Process:**

Once you successfully process the payment for using our platform, The Legal Capsule will need approximately Seven (7) Working Days for the Onboarding Process to commence and to share the credentials (Username and Password) for using The Legal Capsule platform.

#### 5. **Third-Party Applications & Services**

These third-party service providers are not our partners and are governed by separate terms of use, privacy policy, disclaimers, and similar applicable software usage terms and we recommend the users kindly check for the same on respective third party services. To know about the privacy policy of our service providers kindly contact us on the details as provided herein.

#### 6. **Disclaimer**

**Contents** - We aren't responsible for the content people post and share via the Services. However, you may contact us upon violation of terms of use being noticed by you, to investigate any complaint or issue, which otherwise is not an automatic and regular process.

**The veracity of information** –Although we strive to provide error-free information. We advise the users are advised to check the veracity of information and understand the risk before acting on the same. You agree not to hold us liable for any decisions based on content on our Platform in case of loss of data, revenue, profits, property whether monetary or not.

**“as is” basis services** - We strive to provide great Services, We do not make warranties, either express or implied, about the services or fitness for a particular purpose, and non-infringement. The services are provided "AS IS." The user acknowledges and agrees that we shall not be made liable for any business loss, financial loss, goodwill loss, any other losses incurred upon dealing with us or acted upon the information displayed by us or using any features of our Platform We do not warrant that: Your use of the Services will be uninterrupted or error-free; and we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Services may be

subject to limitations, delays, error, misappropriations and other problems inherent in the use of our Platform

**Business/Remote loss** - The user acknowledges and agrees that the legal capsule shall not be made liable for any business loss, financial loss, goodwill loss, any other losses incurred upon dealing with us or acted upon the information displayed by us on the website.

**Perform of Services** - The Legal Capsule undertakes that the Services will be performed substantially in all material respects in accordance with the Service Description and with reasonable skill and care. The undertaking above shall not apply to the extent of any non-conformance which is caused by the use of the Services contrary to instructions by TLC, or modification or alteration of the Services by any party other than TLC or by TLC's duly authorized agents. If the Services are not provided in accordance with the Services Description or are not provided with reasonable skill and care, TLC will, at its expense, use all reasonable care to correct any such non-conformance promptly.

**Software, Information & Payment update** - We hold the sole discretion to update, modify, cancel, review, correct the information, features, facilities, pricing provided on our Platform without any personal notice for the same to you. We also strive to review the information as available to its updated format from time to time as received from the sources at our discretion.

**security breach** - You agree to hold us harmless against any loss suffered due to software viruses, trojans, unauthorised security breach, not under our control or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

**Location of user** - The use of information, services as provided on the website is not intended to be done at the location or country or region where it is prohibited or is contrary to the local laws. The user who chooses to access the website, from whichever location shall take the responsibility of local laws applicable to his use of the website and be compliant.

**The legal capsule is not a law firm:** While contract templates by us is an outcome of the efforts of the legal team, the same does not replace expert advice. The user purchases and uses the templates, execute them at his own risk. All the users kindly note and keep in mind that TLC is not a law firm and we do not engage in providing legal advisory services to the clients. There shall exist no lawyer-client relationship between the legal capsule and the user. The legal capsule has a legal team that strives to keep the website up to date compliant with the present laws, we do not take responsibility for information displayed by us is accurate and complete. The users are advised to have expert consultations.

**Interruptions and errors** - the legal capsule does not warrant that: Your use of the Services will be uninterrupted or error-free; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Services may be subject to limitations, delays, error, misappropriations and other problems inherent in the use of such communication facilities.

The User concedes to the fact that The Legal Capsule has no control over the transfer of data, including the web, and that the API service may be subject to limitations, delays, errors, misappropriations and other problems during the use of the services.

Neither The Legal Capsule nor any of its permitted successors and assigns warrant or guarantee that the operation of the API service will be continuous, accurate, secure, and proper.

## **7. Intellectual Property**

All intellectual property rights including the right to use, ownership, transfer of interest, licence to use, right to apply to update etc pertaining to our platform lie with us exclusively without any interference of whatsoever nature.

Also, we own all rights, title and interest in and to the API, Software, services, SAAS, Documentation, and other products provided under these Terms of Use to the User, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

The users, holding respective brands and trade names are not associated with our Platform and we do not claim title or possession over any products, brands, services provided by the users.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, The Legal Capsule owns all Intellectual Property Rights to and into the website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons and hyperlinks, functionality, software, website, design, audio, video, text photo, graphics, logos, trademarks, service marks, collectively called as content of the website and licensed under the laws of India

The user shall acknowledge and agree that it shall not use, reproduce or distribute any content from the website belonging to The Legal Capsule without obtaining authorization from The Legal Capsule.

- The Logo of the User may only be used for marketing and other promotional activities. No Logo may be used in any way that mischaracterizes the relationship between TLC and the User.
- Notwithstanding the foregoing, it shall be expressly clarified that the User will retain ownership and shall solely be responsible for any content that the User provides or uploads when using any service, including any text, data, information, or any other material which the User may upload, transmit or store when making use of various services provided by The Legal Capsule.
- The Legal Capsule further reserves its right to terminate the account of the user who infringes the copyrights or other Intellectual Property Rights of The Legal Capsule or others, The Legal Capsule may in its discretion, terminate or deny access to and use of the site. In the case of such termination, The Legal Capsule will have no obligation to provide a refund of any amounts previously paid to The Legal Capsule.

## **8. Copyright**

- All information, services, source code, API etc. displayed, transmitted, utilized with regards to the website is the property of the website.
- Any articles, information on blogs, FAQ's, indexes, videos, or any other information given to aid the Company on our website is the sole property of the website. The content present and which can be utilized and accessible should be used exclusively for the purposes outlined in these terms.
- The User is not allowed to reuse, republish, convert, transfer, send, transmit, modify the content provided or accessed by them in any manner or provide for the use of any third party in any manner.

## **9. Technical Support**

- The Legal Capsule shall provide sufficient technical assistance to rectify any error reported by the User with regards to any transaction in automating a document or any other related services.
- The Legal capsule comprises a team including back end front end web developers who strive for excellence in maintaining the web application and the platform and provide support services. Apart from this we also provide customer support services to the paid purchasers of our services for a better experience of the platform and web application.
- The users of our product agree and acknowledge that the product needs continuous technical Maintenance and might be suspended for a limited period for the Maintenance and support services. For such suspension, no personal notice to the user will be given but the same shall be intimated on the website itself.

## **10. Image Usage Rights**

All images, icons displayed on or platform are put to fair use. All images, contents, information, photographs are uploaded in good faith and we do not intend to cause interference in copyrights or any infringements of intellectual property rights.

### **11. Records And Investigation**

We may review your conduct by accessing your data in exceptional cases to check the adherence to terms of use. We hold the right but not the duty, to investigate, report, peruse personal data, records from the users to look into matters of unlawful activity, fraud cases, misrepresentation done in relation to the use of or Platform. The Privacy Policy of our Platform indicates the storing and retention of personal data with us. It shall be the responsibility of the Users to maintain their own records of transactions, communications, payments and cooperate and make the records available for the inspection to our satisfaction.

### **12. Deactivation Of Account**

If you remain inactive for 100 days since your last activity on THE LEGAL CAPSULE. Your account will be deactivated for security reasons. In such a case please reset your password to activate your account.

You may deactivate your account or unregister yourself from our Platform with or without any reason. We may terminate, block you or suspend access, to our Platform immediately with a personal notice without any liability on our part, for reason, including without limitation if you breach the Use of Terms, agreement, fraudulent & unlawful activity, misrepresentations, recurring issues and complaints from other users or, unexpected technical or security issues or problems. All provisions of the Terms which by their nature should survive termination shall survive termination.

### **13. Modification Of The Website**

The right to modify the websites including their features, services, user interface, design, layout, software system shall lie with us solely. We are not responsible in the event of discontinuation of any features, services, price change, suspension of website, discontinue of website access or pulling down the website. We do not warrant that the website will be available to the users all the time, the suspension of the website may interrupt the use of the website in the event of maintenance of the website.

### **14. Confidential Information**

1. "Confidential Information" means includes, consists of any information/data exchanged, disclosed, transferred, by The Legal Capsule to the User, directly or indirectly, which shall mean and include the following:
  - i. Information in written, graphical, machine-readable, software, hardware, source code, API, analytics, coding language, algorithms, or other tangible or intangible form, whether or not if it is marked as "confidential" or "proprietary,"
  - ii. if disclosed orally, written or through any other means irrespective of whether or not it is identified at the time of initial disclosure as confidential and is handed over, exchanged or transferred in any medium, at any time, place or condition from The Legal Capsule to the User using the services.
  - iii. Any information of any sort whatsoever exchanged, transferred, sent, transmitted from The Legal Capsule to the User irrespective of whether the information is in relation to the API services and any product of the User or not.
2. During the term of these Terms of Use and even upon termination of the Terms of Use, the User shall treat all Confidential Information as Confidential. The Confidential information shall not be disclosed, exchanged, transmitted, transferred, sent, shown, displayed to any third party or any party not authorized to use the Services.
3. In the occurrence of any transfer, theft, fraud, disclosure or exchange of the Confidential Information to any third party or any party not authorized to use the TLC Platform as per these Terms of Use, the User shall be liable to be sued for punitive damages by the Legal Capsule.
4. The User shall not convert, transform, change, renovate or carry out any kind of transformation or modification of the services provided to them by the Legal Capsule. In the occurrence of such acts, the User shall be liable to be sued for punitive damages by TLC.

## **15. Indemnity & Limited Liability**

The users agree to indemnify us against any claims, loss, cost monetary expenses incurred to defend the claims made against us by, non-users, users arising out of the transaction, services, payments, non-performance of services, breach of service, misrepresentations, other product and service-related disputes.

You agree that our Platform is an "as is " website and we shall not be made liable for any damages whether direct, indirect consequential, incidental, punitive, exemplary and the user shall be responsible and consent to the risks associated with the access and use of our Platform or products and service-related disputes.

## **16. Force Majeure**

If we are prevented from performing our obligations due to any event which is unforeseen and beyond our reasonable control including, war, riots, civil commotion, acts of God, fires, storm, earthquakes, epidemic, pandemics, restraints imposed by the government, acts of the

legislature (“Force Majeure Event”), then such we shall be excused of the performance of obligations during the period of such Force Majeure Event.

## **17. Governing Law And Dispute Resolution**

This Agreement shall be governed and construed in accordance with the laws of India. The Parties agree that any disputes or claims arising out or in connection with this Agreement shall be resolved amicably between the Parties. In the event, the Parties fail to resolve the dispute or reach an amicable settlement within a period of Sixty (60) days from the date which the dispute has arisen, then such dispute shall be referred to arbitration in accordance with the rules set forth by the Indian Council of Arbitration (ICA).

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act of India, 1996 in accordance with the ICA Domestic Commercial Arbitration Clause. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Without prejudice to the preceding paragraph, if any such dispute is not resolved by the Arbitration or if such dispute is non-arbitrable or cannot be decided by the Arbitration, then such dispute shall be submitted to the jurisdiction of the courts at Goa, India. (with the exclusion of all other courts).

## **18. Severability**

Each provision of this Terms of Use is severable. Severance does not affect any other provisions.

## **19. Our Contact Information**

If you have any queries related to your account, you may contact us at [support@thelegalcapsule.com](mailto:support@thelegalcapsule.com) or our grievance officer, to take the required action, to resolve the queries or requests related to our platform. We shall process the resolution of queries.

## **20. Grievance Officer**

In compliance with the Information Technology Act, 2000 and the Rules made thereunder, the Grievance Officer/ data protection officer on behalf of us for the purpose of his Privacy Policy shall be:

Name: Shravan Hegde

Email Address: [support@thelegalcapsule.com](mailto:support@thelegalcapsule.com)

Office Address: Office Number 5, 2nd Floor, CIBA Agnel Technical Education Complex, Verna, Goa 403713