

TERMS OF USE

Last Updated on 27 April 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 of India notwithstanding the actual place of residence of the user . 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.

We update our terms of use from time to time and intimate the same through indication as to “LAST UPDATED ON” .The user herein agrees to waive the right to receive the personal notice of such changes,update in the terms of use .It is the user's responsibility to review the terms of use every time the user visits our website.

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 .By using the Services, you agree to be bound by these Terms.

If you do not agree to be bound by these Terms, you are not permitted to use the Services.

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 subsidiary of Attort Legal Consultancy Pvt. Ltd.

These terms of use and conditions also includes privacy policy ,GDPR compliances guidelines ,disclaimers as provided by us on the website,or otherwise in whichever mode

A. INTRODUCTION

1. The Legal Capsule is a Contract Lifecycle Management System Platform which it's the web product of Attort Legal Consultancy Private Limited.
2. The Legal Capsule is a technology driven legal solution which eases your efforts to create, collaborate, negotiate, e-sign, store and manage agreements and forms on a single platform.We provide our services through our web application “ <https://www.thelegalcapsule.com/>” only .
3. Our software or web application (The Legal Capsule) can automate the contracts pertaining to the Legal, Human Resources, Accounting, Procurement Department and any other related department of your organization.

B. DEFINITIONS

1. **API** means Application Programming Interface which the Legal Capsule will provide to you for your required activities. The API will assist you to carry out functions of digitization of documentation i.e. E-Sign, E-NACH, E-KYC, E-Stamp and other co-related facilities so provided by The Legal Capsule.
2. **AI** means and refers to Artificial Intelligence mechanisms which The Legal Capsule will incorporate in the API to enhance smoother, easier and faster document drafting and other facilities.
3. **Customer Content** means all data and materials provided by you to The Legal Capsule for use in connection with the API Services, including, without limitation to company data, account statements, employee's details etc.

4. **Documentation** means the user guides, online help, release notes, training materials, templates, clause libraries and other documentation provided or made available by The Legal Capsule to you regarding the use or operation of the API Services.
5. **SAAS based product** means the services provided by The Legal Capsule to you for the execution of documents for your organization. The SAAS based product will assist you to carry out your organization's functions of digitizing documents using E-Sign, E-NACH and E-Stamp features of TLC.
6. **Licensing Term** shall mean that period during which you will have on-line access and use the SAAS based product of TLC. The Licensing Term shall be in consonance with the respective pack preferred and chosen by the Company.

C. INTERPRETATION

1. Paragraph Headings in these Terms are included for ease of reading and shall not affect the interpretation of these Terms.
2. If there is any inconsistency between any of the provisions in the main body of these Terms and the Service Description, the provisions in the main body of these Terms shall prevail.
3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

D. ELIGIBILITY TO USE THE WEBSITE

1. By using this website, you represent that you are competent to enter into contract as per the laws of India, and in particular, the provisions of the Indian Contract Act, 1872 and an authorised user .

2. The website is intended to be used by the user above 18 years of age .You affirm that you are above 18 years of age, or an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms ,conditions, obligations, affirmations ,representations and warranties set forth in these Terms Of Use, and to abide by and comply with these Terms Of Use.The website totally relies on the representations made by the user of the website as o his age .
3. You agree that you have provided true, accurate, current and complete information to the owner in connection with the use or access of the service.
4. The use of web application for the creation of the contract is on a paid basis .The user of the paid platform of contract management shall 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.We do not take any responsibilities for unauthorised use of our Web application and totally based on the representations of eligibility made by the user.
5. 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 choose to access the website ,from whichever location shall take the responsibility of local laws applicable to his use of the website and be compliant .

E. USER REPRESENTATIONS

By using this website ,you represent and warrant that-

1. All registration information you submit is true ,accurate,complete and current .
2. You will maintain the accuracy and update the changes in the information from time to time.

3. You have the legal capacity to use and contract and agree to be bound by these terms of use.
4. You are not under the age of 18 years old
5. You are not a minor under the jurisdiction of the country you reside.
6. You will not access the website through automated or non human means ,whether via the bot,script,otherwise .
7. You will not use the website for any illegal,unlawful,unauthorised purposes or through such means .
8. Your use of the website shall not violate any applicable laws.
9. In case of any of the above uses are found ,we reserve the right to terminate your access to our website without any liabilities.

F. USER REGISTRATION

You may choose to register with our website giving personal information for the purposes of registration .You agree to keep your password confidential and will be responsible for all use of your account and password as per the terms of use .We reserve right to to remove ,reclaim ,or change a username that is selected by you at our sole discretion and such username is inappropriate,obscene or otherwise objectionable.

G. . SAAS SERVICES & GENERAL USE

1. During the Subscription Term, your organization will receive a non-exclusive, non-assignable right to access and use the SAAS Services solely for the purpose of internal business operations subject to these terms..The legal capsule does not grant the user licence to the user but a mere pay per use service and retain all rights with us .
2. The services provided legal capsule shall be used for the purposes of which it is set that is contract management only .No other unauthorised ,illegal use of the Web application shall be done by the user .

3. While contract templates by TLC is an outcome of the efforts of legal team ,the same does not replace expert advice. The user purchases and uses the templates , execute them at his own risks.
4. The user acknowledges that the purchase of services offered by the TLC are not transferable.
5. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

H. GENERAL PROVISIONS OF USAGE:

I. Non- Exclusive License:

TLC shall provide a non-exclusive based Software As A Service hereinafter referred to as SAAS Service to the User. Nothing shall be deemed to prevent or restrict TLC's ability to provide the SAAS Services or other technology, including any features or functionality first developed for the User to any other users.

II. Membership Downgrade:

If you choose to downgrade your membership, TLC shall reserve the right to collect fees from you to cover the fees charged to The Legal Capsule on behalf of Your account.

In addition, if You fail to provide a payment on time, TLC reserves the right to downgrade Your membership without prior notice. However, the downgrading does not affect Your ability to access the documents created by yourself on the dashboard provided to you by TLC.

III. Consent to Receive Emails/SMS or any other communication services:

By creating an account, you agree to receive communications from TLC such as newsletters, special offers, emails, account reminders and updates.

IV. Stamp Paper Requests:

Requests for Stamp Papers shall be strictly made by you at least seven (7) days prior to 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 time period, The Legal Capsule shall not be held responsible/liable for any delay in initiating /completing the transaction in question.

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.

V. No Liability of Stamp Paper (s)/Stamp Duty:

You agree not to hold TLC responsible with regards 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 on the address provided by you.

The 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.

VI. **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.

I. **RESTRICTIONS**

- I. The user shall not permit any person to engage in the following activities:
 1. Copy or republish the API of The Legal Capsule;
 2. Republish or redistribute any content
 3. Make the API available to any third party;
 4. Use or access the API Services for any purpose which is not agreed upon and mentioned in these terms between the User and The Legal capsule;
 5. Create derivative versions of the API Services provided by The Legal Capsule;
 6. Extract, derive or attempt to extract or derive source code of the API provided by The Legal Capsule;
 7. Use the API Services to create a related API or software;
 8. Sub sell the services purchased by the user from us or don't use saas service to provide services to the third party,
 9. An unauthorized person not allowed to access saas service,
 10. Make any alteration to the Platform, edit or otherwise modify any material on the website

11. Conduct any load testing or security testing
12. Show any material from the website in public
13. Copy or republish the saas Services or Software,
14. Make the saas Services available to any person other than authorized Identity Cube users,
15. Use or access the saas Services to provide service bureau, time-sharing or other computer hosting services to third parties,
16. Modify or create derivative works based upon the saas Services or Documentation,
17. Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the saas Services or in the Documentation,
18. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the saas Services, except and only to the extent such activity is expressly permitted by applicable law, or
19. Access the saas Services or use the Documentation in order to build a similar product or competitive product
20. 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 .
21. 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 .
22. Engage in unauthorised framing of or linking to our website.
23. The trick,defraud,mislead ,us or other users of the website in attempt to learn sensitive account information such as user password .
24. Make improper use of support services or submit a false report
25. Attempt to impersonate any user .
26. Use the website to harass ,abuse,harm any other user of our website or our employees ,partners ,affiliates etc.
27. Copy or adapt sites software including Flash ,PHP,HTML,JAVA SCRIPT other codes .

28. Transmit or upload any material that acts as a passive or active information collection or transmission mechanism .

The Legal Capsule shall own all right, 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.

J. ACCEPTABLE USE OF COMMUNICATION SERVICES

1. 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.
2. Due to the daily change in rules and regulations in our country The Legal Capsule will not be able to guarantee the authenticity, accuracy and validity of the information mentioned in its communication services.
3. 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.
4. The User shall agree to not do any of the following when using a communication service:
 - a. Defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
 - b. Publish, post upload, distribute or disseminate any names, materials, or information that is considered inappropriate, defamatory, infringing, obscene, indecent or unlawful.
 - c. Create a false identity, represent as someone else or sign an agreement as someone else or on behalf of someone else or otherwise falsely or delete in an uploaded file any significant attributions or notices.

K. USER GENERATED DATA AND ELECTRONIC COMMUNICATION

1. The user of the website can chat email to us,save their contract drafts edit the drafts,negotiate,send receive information to or from other users.All the data generated ,received by users to be treated as confidential by the recipient of the data so generated .
2. The generator and the recipient of such user data warrants that –
 - a. Any use of such data shall not be done in unauthorised way ,for the commercial purpose without prior permission or shall not infringe any intellectual property rights of anyone
 - b. Shall not publish or release such user created data without prior permission of the creator of such data
 - c. Shall not create any false untrue ,spam chain letter ridicule,mock,engage n obscenity ,abuse any user
3. The User when contacts us and purchases our services ,the user agrees to receive and send electronic communication along with data sharing including personal data,contract drafts , esignatures,aadhar signatures,digital signatures,photo capture,location-sharing .

L. PRICING TERMS

1. The Legal Capsule offers 5 different subscription Plans with multiple features in each:
 - a. Individual
 - b. Pay As You Go
 - c. Basic
 - d. Premium
 - e. Enterprise
2. To learn more in detail visit our Pricing Page:
https://thelegalcapsule.com/pricing_plan.php
3. The Legal Capsule shall invoice the services on a monthly basis. Upon raising of the said invoice, you will have 7 days period to complete the payment for the same.

4. Post 7 days we shall send a payment reminder to you. Post reminder, you shall only have 3 days' time to complete the payment. If payment is not completed within the above stipulated time period, then we shall pause the services provided to you.
5. 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.
6. 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 prior to initiating the updated pricing.
7. 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.
8. All payments made to TLC for the use of its SAAS based product shall be made by way of Account Transfer/NEFT.
9. There will be an annual increment in pricing at the rate of 25% of the existing subscribed plan.
10. We accept payments in the forms of Visa, Master Card, Paypal _____
11. You agree to provide current complete, accurate purchase and account information for all purchases made via our website.
12. 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.
13. Any attempt to bypass any measure of the website to prevent or restrict access to the website or any of the site

M. TERMINATION NOTICE

The user desiring to terminate services provided by TLC must give a notice to the effect of such termination to TLC not less than 1 month prior to the date of termination of said services

N. REFUND POLICY

The Legal Capsule does not entertain any request or demand for refund of fees paid towards 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.

O. INTELLECTUAL PROPERTY RIGHTS

1. 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
2. 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.
3. 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.
4. 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.
5. 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.

P. COPYRIGHT

1. All information, services, source code, API etc. displayed, transmitted, utilized with regards to the website is the property of the website.
2. 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 set forth in these terms.
3. 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.

Q. TECHNICAL SUPPORT

1. 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.
2. The Legal capsule comprises of 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 .
3. 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.

R. MODIFICATION OF THE WEBSITE

1. 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 .
2. 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 website in the event of maintenance of the website .

S. DISCLAIMER

1. **The legal capsule is not a law firm:** 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 of information displayed by us being accurate and complete .the users are advised to have expert consultations .
2. 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 .
3. We specifically disclaim any express or implied warranty of fitness in general or for such high-risk activities.We further disclaim , warranties of fitness for any particular purpose. All warranties, express or implied, including any warranties of merchantability or fitness for any particular purpose, are specifically excluded and disclaimed. The company does not warrant that the website will meet the users's requirements, will operate without

interruption, will be error-free, completely secure, or that all failures of the website will be corrected.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

T. LIMITATIONS OF LIABILITY:

1. The Legal Capsule nor any of its successors, affiliates and assigns shall be held liable for any indirect, incidental, special or consequential damages, including, without limitation,

damages for loss of business, profits, data or use of any service, incurred by the User in connection with these Terms of Use, regardless of the nature of the claim, even if such damage was foreseeable or the other party had been advised of the possibility of such damages.

2. TLC shall not be held liable on account of technical issues arising from the side of third-party service providers with regards to generating e-Sign, e-KYC, e-Stamp, e-NACH or other features provided by TLC involving third-party service providers.
3. We will not be liable to you in respect of any loss or corruption of any data, database or software.web application . We will not be liable to you in respect of any special, indirect or consequential loss or damage

U. INDEMNIFICATION

1. The Legal Capsule shall not be liable for the content or the acts of the User for which the API software or other related services provided by The Legal capsule are being used by the User.
2. The User shall defend the Legal Capsule, its directors, officers and employees and other permitted successors, affiliates and assigns against any claim whatsoever or any proceeding initiated against the Legal Capsule for their contract with the User
3. The User shall indemnify the Legal Capsule at their expense and also shall pay all losses, damages, expenses, attorneys' fees in relation to this. The User shall also bear the burden of the award or judgment is given against the Legal Capsule in relation to such a matter.

V. DATA SECURITY

1. The User shall be responsible for maintaining the security of accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of user accounts with or without the user's knowledge or consent. The user shall not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services

2. If the user does anything to or in relation to the Services which is a criminal offence under any law, the user's right to use the Services will be withdrawn immediately
3. Due to the nature of the Internet, the Services are not guaranteed to be delivered free of all viruses and technical defects of any description.

W. 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.

X. FORCE MAJEURE

TLC shall have no liability to the User for any interruption or delay in access to TLC irrespective of the cause.

Force Majeure event shall be one when there is any interruption or delay in the performance of TLC's obligations due to causes beyond its reasonable control, including but not limited to:-

Internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures earthquake, flood, or other natural disaster, act of God, labour controversy, civil disturbance, war (whether or not officially declared), or any change in or the adoption of any law, regulation, judgment or decree.

Y. GOVERNING LAW AND JURISDICTION

These Terms of Use and all transactions entered into on or through our website and the relationship between you and TLC shall be governed by the laws of India.

The courts of law in the State of Goa shall have exclusive jurisdiction over any disputes arising under these Terms of Use.

Z. TERMINATION

1. The parties shall terminate this agreement if there occurs any breach to the terms agreed upon by both parties under these terms of use and the same is not cured within 5 days.

2. Either party may terminate the agreement immediately upon occurrence of the following events in relation to the other party:
 - i. Party becomes or is declared as insolvent
 - ii. Party has made a resolution to wind up its activities or their functions
 - iii. Party has ceased to exist
 - iv. Party commits any fraud, breach of contract, deceit.
3. If the user desires to voluntarily discontinue the services of The Legal Capsule, they are required to issue a notice to TLC not less than 30 days before the desired termination.
4. A User opting for the Monthly based service packs is required to make the payment for the subsequent month within 7 days of the expiry of the existing pack failing which TLC shall suspend the services of the User until payment of amount.
5. Upon termination, the User shall clear all the pending dues of TLC within a period of 10 days.
6. Upon termination, TLC shall retain all the acquired data of the User up to a period of 15 days. Post 15 days, the data shall be destroyed in order to protect the interest of the User. If the User comes onboard again, then all required data will be created once again.

AA. ASSIGNMENT

The User shall not, without the prior written consent of The Legal Capsule, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. The Legal Capsule may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

BB. SEVERABILITY

If any term or condition of these Terms of use or portion thereof, for any reason, is found to be invalid in any respect by any court or governmental agency of competent jurisdiction and all appeals have been exhausted, the parties shall use commercially reasonable efforts to agree on either;

- (a) an amendment which would restore the validity of the term or condition or
- (b) a comparable, valid term or condition.

CC. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

DD. ENTIRE AGREEMENT:

These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

EE. GRIEVANCE OFFICER:

In compliance with the Information Technology Act, 2000 and the rules made thereunder, the Grievance Officer for The Legal Capsule by Attort Legal Consultancy Private Limited for the purpose of these Terms of Use shall be:

Name: Shravan Hegde

Email Address: shravan@thelegalcapsule.com

Office Address: CIBA, Agnel Technical Education Complex, Verna-Goa, India.

Contact :8805564291

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