

# Terms of Use

## 1. INTRODUCTION:

We start every new user relationship with a contract/agreement. The contract/agreement spells out what you can expect from us, and what we expect from you. We do not know each user personally, so it is important to set out the ground rules clearly in advance. For the purpose of these Terms of Use (which may be updated by us from time to time without notice to you and constitute a contract/agreement between us and the user) wherever the context so requires:

- The term "We", "Our", "Us" and "**Legalo**", as used in this agreement , refers to **LEGALO EXPLORE LLP**, a limited liability partnership firm incorporated under the provisions of The Limited Liability Partnership Act, 2008;
- The term "Website" refers to [www.legalo.in](http://www.legalo.in) and the terms "App" refers to Legalo Android App []
- The term "You", "Your", "User" shall mean any user of this website or any legal person.
- The term "Agreement", "Contract", "Policy" refers to these Terms of Use, Privacy Policy and other allied notices, amendments, etc. as appearing on this website/App.

By accessing and using the Website/App, you accept and agree to be bound by the terms and provision of the Agreement and that you are over the age of eighteen (18) years and can enter into a legally binding contract with us. In using this Website/App you are deemed to have read and agreed to the following terms and conditions set forth herein. Any incidental documents and links mentioned shall be considered to be accepted jointly with these Terms of Use. This shall include our Privacy Policy and other policies and notices provided on our Website/App. If you do not agree with our Terms of Use, you are hereby called upon to forthwith refrain from using this Website/App.

## 2. CONSENT TO USE ELECTRONIC RECORD:

This document is an electronic record in terms of Information Technology Act, 2000, the Rules framed thereunder along with other applicable provisions of law pertaining to electronic records in various statutes, as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

You understand and agree that we may include certain communications from this website/app, such as service announcements, administrative messages, newsletters, and that these communications are considered part of our membership and you will not be able to opt out of receiving them. You give us permission to provide these records to you electronically instead of in paper form. We will make all reasonable efforts to ensure that a paper form record is issued and mailed to you in exceptional cases like audit or demand by law enforcing agencies.

## 3. ACCOUNT:

- 3.1. To use our Services, you must register for an account with [www.legalo.in](http://www.legalo.in)[specify address of website] or Legalo Android App [specify name of Android App]. To register for an account, you must be a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an account and by using this Website/App, you agree to: (a) abide by this Agreement and the processes, procedures, and guidelines described on this Website/App; (b) be financially and legally responsible for your use of the Website/App and of lawyer services as sought; and (c) perform your obligations under any service contract that you eventually enter into with any lawyer/CA/CS/financial services firm/consultant /vendor subscribed with us. We reserve the right, in our sole discretion, to refuse, suspend, or revoke your access to the Website/App and our services upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or such information or other conduct otherwise violates this Agreement.

- 3.2. You agree to provide true, accurate, and complete information on all registration and other forms on the Website/App and to provide us with timely and prompt updates regarding such information so as to enable us to maintain its truthfulness, accuracy, and completeness.
- 3.3. When you sign up for an account, you will be asked to choose a username and password for the same. You are entirely responsible for safeguarding and maintaining the confidentiality of your account username and password. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to your password.
- 3.4. At any point of time, if you want to delete your account, you shall send a request in the form of an email to legal@legalo.in. Provided that all the payments in relation to the User have been made, we shall close the account within 30 business days of receiving such request from the User.

#### **4. PURPOSE OF THIS WEBSITE/APP AND ALLIED MATTERS:**

- 4.1. We provide you with a forum to interact with advocates who have registered on this website/app. You understand and agree that information provided on this website/app is for informational purpose only, and does not constitute legal advice.
- 4.2. We provide lawyer listings and other related information including but not limited to consultation fee, areas of expertise, qualifications etc. for informative purposes only and we do not in any way guarantee the accuracy, adequacy or quality of such information.
- 4.3. Users shall be aware that content posted on this Website/App is intended as only general information and for educational purposes only and should be used only as a reference for addressing your legal issues and shall not be treated as legal advice, being legally enforceable. Using the services, does not create a lawyer-client relationship between you and us, or you and any lawyer.
- 4.4. The information provided in the 'FAQs, Background, How to apply, Key Requirements & Key Updates,' section appearing on this Website/App also does not amount to legal advice, such merely being commonly asked queries about Will making, Lease Agreement drafting, Cheque Dishonour notices, Money recovery notices, Power of Attorney to collect rent and other documents and other services such as financial services, intellectual property, management, financial and cost accounting, software, documentation, immigration, content writing and technical and non-technical consulting works which may be added from time to time. Users are advised to consult lawyers, CA/CS if they need specialized guidance on any of these documents. We are not a substitute for an in-person or telephonic consultation with a lawyer about your specific legal issue, or any other financial/technical or non-technical consulting service and you shall not be entitled, under circumstance whatsoever, to hold us responsible for any information posted on this Website/App. Any postings to the Service, questions and answers, queries, etc. are not confidential and are also not subject to Client-lawyer confidentiality.
- 4.5. We make reasonable efforts to select and vet the lawyers, CA, CS and other consultants listed with us. However, you understand that we may not verify licenses of advocates who have registered on this Website/App to provide legal information to users, and that it is your sole responsibility to verify an advocate's or any other professional consultants license and or credentials before making a decision to hire such an advocate. Furthermore, we do not select, endorse or recommend any specific lawyer or chartered accountant. We may recommend subscribing lawyers/CA/CS if they match a user's requirements, but not otherwise. Transmission, receipt or use of our Website/App does not constitute or create a lawyer-client relationship. No recipients of content from this Website/App should act, or refrain from acting, based upon any or all of the contents thereof. We welcome the user to study the profiles of lawyers independently and make an informed choice.
- 4.6. You understand that we are not an advertising service for advocates OR CA/CS, and that the advocate listings on this website/app do not constitute a referral, solicitation or endorsement by this Website/App. You understand that none of our activities are in contravention of the provisions of Advocates Act 1961.
- 4.7. We do not provide the services directly, but act only as a facilitator and intermediary by whom the users and lawyers are connected. We are purely and simply a platform for establishing connections between users and lawyers/CA,CS and other professionals. When a user contacts a lawyer/Chartered accountant or professional, the lawyer/CA,CS or professional, so contacted is acting purely and simply on his own behalf and is not our representative or agent under any circumstance or for any purpose whatsoever. Accordingly, please consider carefully before you agree to a lawyer's offered services or any other service. We do not make any representation, guarantee, or warranty (express or implied) as to the legal ability, competence, or quality of representation which may be provided by any of the

lawyers or law firms or CA/CS firm or any other firm which are listed through this site or any affiliate thereof. We are not responsible for the conduct, whether online or offline, of any lawyer/CA/CS or professional, or an expert or user of the service. We shall not be liable for any claim, injury or damage arising in connection with your use of the service.

- 4.8. We cannot track, verify, or monitor the standing of lawyers seeking to empanel themselves with us. Therefore, we makes no representation regarding the status, standing or ability of lawyers or law firm that is listed on the site.
- 4.9. You are urged to make you own independent investigation and evaluation of lawyers or law firm or CA/CS or any consultant being considered. The determination of the need for legal services and the choice of lawyers are extremely important decisions and should not be based solely on claims of expertise, or on the cost of rendering the requested legal services or other such ancillary parameters. You are encouraged to use caution when reviewing any information submitted by lawyers and other parties. Although we require lawyers, CA,CS and other consultants/professionals listed with us to comply with all regulations governing lawyers' conduct, it is impossible for us to monitor lawyers', CA/CS's integrity or any other consultant's/professionals integrity.
- 4.10. We, in no way, endorse the content or legality of any offers, statements, or promises made by lawyers or any other parties, on or off this Website/App.
- 4.11. You hereby acknowledge and agree that we may provide information on the Website/App about a lawyer, CA, CS or any consultants or user, such as feedback, composite feedback, including a strength or risk score, geographical location, or verification of identity or credentials/expertise. However, such information is based solely on data that lawyer, CA, CS or any consultants or users voluntarily submit to us and do not constitute and will not be construed as an introduction, endorsement, or recommendation by us. We provide such information solely for the convenience of users.
- 4.12. You expressly acknowledge, agree, and understand that: (a) the Website/App is merely a platform where users and lawyers, CA, CS and other consultants could interact; (b) We are not a party to any service contracts between users and lawyers, CA, CS and other consultants; (c) neither the users nor the lawyers, CA,CS and other consultants are or could be treated as our employees and we do not, in any way, supervise, direct, or control the users, the lawyers, CA,CS and other consultants or the quality of services provided by them; (d) we will not have any liability or obligations under or related to service contracts between users and lawyers, CA,CS and other consultants; (f) we make no representations as to the reliability, capability, or qualifications of any lawyer or the quality, security, or legality of any lawyer services, CA/CS/any other consulting services and (g) we disclaim any and all liabilities relating thereto.

## **5. OUR PRIVACY POLICY:**

Registration data and certain other information about you are subject to our applicable privacy policy. For more information, see the full Privacy Policy. You understand that through your use of this Website/App, you consent to the collection, storage and use of this information in accordance with the Privacy Policy.

## **6. COOKIES:**

- 6.1. You are aware that a 'Cookie' is a small piece of information stored by a web server on a web browser so it can later be traced back from that particular browser, and that cookies are useful for enabling the browser to remember information specific to a given user, including but not limited to a user's login identification, password, etc. you are aware that the website places both permanent and temporary cookies in your computer's hard drive and web browser, and do hereby expressly consent to the same.
- 6.2. You are further aware that the Website/App uses data collection devices such as cookies on certain pages of the Website/App to help analyze web/app page flow, measure promotional effectiveness, and promote trust and safety, and that certain features of the Website/App are only available through the use of such cookies. While you are free to decline the website's cookies if your browser permits, you understand and do hereby consent that you may consequently be unable to use certain features available on the Website/App and in such an eventuality, no objection in this behalf shall be entertained.
- 6.3. Additionally, you aware that you may encounter 'cookies' or other similar devices on certain pages of another website whose links are placed by third parties or our affiliates on the Website/App. You

expressly agree and acknowledge that we do not control the use of such cookies/other devices by and/or attributable to such third parties and/or our affiliates, that the Website/App is in no way responsible for the same, and that you assume any and all risks in this regard.

## **7. PAYMENT TERMS:**

- 7.1. We may, from time to time, contract with third party payment service providers, including banks, to open nodal bank account(s) under applicable Indian laws, so as to facilitate the payment to be made by you to the concerned lawyer,CA,CS and other consultants towards their fees. It is hereby made clear that you are liable to pay, on behalf of the lawyer,CA,CS and other consultants, and deduct from their fees applicable Goods and Service Tax and to provide evidence of such payment having been made by you to us and the concerned lawyer,CA,CS and other consultants promptly and in any event, within a period of 15 days from the date of such payment having been made by you. The aforementioned third party payment service providers may include third party banking or credit card payment gateways, payment aggregators, cash on delivery or demand draft / pay order on delivery service providers, mobile payment service providers or any other facility as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be of payment or supporting the same in any manner.
- 7.2. You agree, understand and confirm that the bank / debit / credit card details provided by you for availing our services and those of the lawyer(s),CA,CS and other consultants to be engaged by you by way of our platform will be correct and accurate. These details are to be entered by you directly at the third party payment service provider webpage and we do not have any access or authority whatsoever to your payment details.
- 7.3. You understand that your use of these third party payment service providers is subject to their terms of use. You understand that we are not responsible or liable for the behavior, features, or content of any third party payment service provider.
- 7.4. We cannot assist with a stop payment request for any payment scheduled by you and/or your instance using a payment account credit/debit card. In any such case, you must immediately and directly contact the concerned credit/debit card company/bank and we assume no responsibility in this behalf, a position that you unequivocally accept and confirm.
- 7.5. Whenever you make online payment through any third party payment service provider, as mentioned above, we shall credit the concerned lawyer's,CA,CS and other consultants bank account through electronic fund transfer after deducting payment gateway service fee, GST and bank transfer charges within such timeframe as maybe mutually agreed upon between us and the concerned lawyer,CA,CS and other consultants. You shall have no audience or right to raise any objection in relation to this issue. It is amply made clear that we do not deduct any commission or cut from the fees paid by you to the concerned lawyer(s),CA,CS and other consultants.
- 7.6. We reserve the right to charge, at any point in time, a subscription fee to our users for providing various facilities to them such as creating, hosting, maintaining and providing the services on the Website/App. We have the discretion to offer our services subject to payment of such amount towards subscription fee as may be determined by us, from time to time, to be appropriate in exercise of our sole and absolute discretion. Our decision in this behalf shall be final and binding upon the users and they shall be liable to do the needful unconditionally.
- 7.7. If you fail to pay the subscription fee, as applicable, we may suspend or close your account and revoke your access to the Website/App without prejudice to other available remedies.

## **8. PAYMENT, CANCELLATION AND REFUND POLICIES:**

### **8.1. PAYMENT POLICY:**

You are liable to pay the entire legal, other consulting fees to us upfront at the payment web/app page provided on [www.legalo.in](http://www.legalo.in)[specify name of the Website] or Legalo app at the time of time of booking appointment with the concerned lawyer(s). You shall make all payments for the services or consultancy availed/ to be availed to our account only. No direct payments in relation to the same case/professional assignment or any other case/professional assignment shall be made by you to the concerned lawyer(s),CA,CS and other consultants unless you have obtained a prior written permission from us in this behalf. You agree, confirm and declare that our decision as to whether the payment made by you

to us is in respect of the same case/professional assignment or different is final and binding upon you. We shall have no responsibility or any liability towards any direct payment made by you to the concerned lawyer(s),CA,CS and other consultants without our prior written permission. You understand, confirm and declare that any direct payment made by you without our prior written permission may lead to the deactivation of your account without any prior notice being required to be given by us to you in this behalf. We will be issuing formal invoices to the Users. We will be adding and/or deducting the Goods and Service Tax, to the invoice amount and will remit the requisite amount to the Tax Authorities as applicable.

## 8.2. REFUND AND CANCELATION POLICY:

- i) In case of cancellation or non-confirmation of the appointment/consultation by us due to any reasons, two options are available to you:
  - (a) You may ask for rescheduling the appointment/consultation with the lawyer,CA,CS and other consultants. For rescheduling, a request can be placed with us, in writing, by way of email to be addressed by you to \_\_info@legalo.in\_\_\_\_\_ [specify email id], within 24 hours of booking otherwise no rescheduling will be done, or
  - (b) You may claim refund of the advance payment.
- ii) In case you miss or cancel the appointment/consultation, you shall not be entitled to any refund.
- iii) You are aware, agree, confirm and declare there will be a nominal deduction (20%) in the amount refunded to you by us, which deducted amount shall be payable towards online payment processing. The refund will be processed directly in your Bank / Credit Card account that was used to make the payment by the end of the calendar month post financial reconciliation.
- iv) For claiming refund, you should necessarily have the valid invoice of the transaction(s) issued by us in your favour, so as to be enable you to get the refund and soft copy thereof, in PDF Format, must be attached by you to the email to be addressed by you to us as per Clause 8.2.(i)(a) mentioned above.
- v) There is no other scenario under which we will provide a refund, except for the conditions expressly mentioned above under Refund & Cancellation Policy.
- vi) No refund in any case whatsoever can be claimed from us for the amount paid by you to the lawyer,CA,CS and other consultants directly.

## 9. MEMBER CONDUCT:

- 9.1. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials ("**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. We are not the publishers or authors of such Content. The same only stores and disseminates the ideas and opinions that our members may choose to post and distribute as user content. We disclaim all responsibility for this content. If any offending material is brought to our notice, it will be deleted as soon as is possible. Whether such material is indeed offending will be finally be left to our discretion and our decision in this behalf shall be final and binding. This means that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via this Website/App. We do not control the Content posted via this Website/App and, as such, do not guarantee the accuracy, integrity or quality of such Content. You understand that by using this Website/App, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the Website/App be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via this website/app.

- 9.2. We do not intend links from this Website/App to other websites to be referrals to, endorsements of, or affiliations with the linked entities. We are not responsible for, and makes no representations or warranties about the contents and/or owners of websites to which links may be provided from this Website/App.
- 9.3. You acknowledge that we may or may not pre-screen Content, but that we and our associates shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, or remove any Content that is available via the Website/App. Without prejudice to the foregoing, we and our associates shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us, including without limitation information in the forums of the Website/App and in all other parts thereof.
- 9.4. You acknowledge, consent, and agree that we may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
- (a) comply with legal process;
  - (b) enforce the this Agreement;
  - (c) respond to claims that any Content violates the rights of third parties;
  - (d) respond to your requests for customer service; or
  - (e) protect our rights, property or personal safety and/or that of our users and/or the public.
- 9.5. We reserve our right to terminate your membership or delete your account or otherwise debar you from using the Website/App, at any point in time, without assigning any cause and/or advance notice in this behalf being issued to you. Our decision in this behalf shall be final and binding for all purposes.

#### **10. ADVERTISEMENTS AND SPONSORSHIPS:**

The Website/App may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that the material submitted for inclusion on the Website/App is accurate and complies with applicable laws. However, we will not, under any circumstance, be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials. You hereby unconditionally agree in this behalf.

#### **11. ERRORS AND CORRECTIONS:**

We do not represent or warrant that the service will be error-free, free of viruses or other harmful components, or that defects will be corrected. We may make improvements and/or changes to the Website/App, its features, functionality or our service at any time.

#### **12. THIRD PARTY CONTENT:**

Third party content may appear on our Website/App or may be accessible via links from our Website/App. You are aware that these third parties may use information relating to the user's visits to the Website/App and other websites in order to provide customized advertisements to the user. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity or profanity in the statements, opinions, representations or any other form of information contained in any third party content appearing on our Website/App or the linked pages. You understand that the information and opinions in such third party content is neither endorsed by us nor does it reflect our belief.

#### **13. UNLAWFUL ACTIVITY**

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action as we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information, necessary

or appropriate, to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

**14. MODIFICATION TO TERMS OF USE:**

We reserve the right, at our sole and absolute discretion, to update or revise these Terms of Use at any time and to such extent as we may deem fit. Any decision in this behalf shall be binding upon you. We shall be at liberty to update the Website/App to reflect such changes to these Terms of Use, and such additional or revised terms shall automatically become part of the Agreement and be binding upon you. In any event, you shall be responsible to keep yourself abreast as to the Terms of Use. Furthermore, use of the service after the change to the Terms of Use is effectuated by us will indicate acceptance of the new terms and conditions at your end. However, for the sake of clarification, you agree, confirm and declare that you shall, under no circumstance, be entitled to claim immunity from the revised Terms of Use, which shall apply to the service rendered to you through the platform of the Website/App immediately upon the publication of the same on the Website/App. In other words, your continued use of the services constitutes your binding acceptance of these Terms of Use, including any changes or modifications made by us as mentioned above.

**15. MODIFICATIONS TO SERVICE:**

We reserve the right to modify or discontinue, temporarily or permanently, the service with or without notice to you. It is hereby agreed by you that we shall not be liable to you or any third party for any modification or discontinuance of the service. You acknowledge and agree that any termination of service under any provision of this Agreement at our end may be effected without prior notice, and acknowledge and agree that we may immediately delete data and files in your account and bar any further access to such files or the service.

**16. NON-TRANSFERABILITY & TERMINATION:**

- 16.1. You understand and agree that your Legalo account is non-transferable and any rights to your Legalo User ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. You may terminate your Legalo account, any associated email address, and access to this website by submitting such termination request to us.
- 16.2. You agree that we may, without prior notice, immediately terminate, limit your access to or suspend your Legalo account, any associated email address, and access to this Website/App. Cause for such termination, limitation of access or suspension need not be assigned by us and the decision in this behalf can be taken by us in our sole and absolute discretion with such decision being final and binding upon you.
- 16.3. For the avoidance of doubt, it is hereby made clear that termination of your Legalo account includes any or all of the following:
  - (a) removal of access to all or part of the offerings within Legalo,
  - (b) deletion of your password and all related information, files, and content associated with or inside your Legalo account (or any part thereof), and
  - (c) barring of further use of all or part of Legalo and/or its Website/App.
- 16.4. Termination of this Agreement and/or closing of your account will not relieve you of the requirement to pay fees, allied expenses and applicable taxes towards and for lawyer, CA, CS and other consultants services performed prior to the effective date of the termination or thereafter, for any service contracts executed before termination of this Agreement. Except as otherwise required by applicable law, we will notify you if we close your account, unless we understand, in our sole judgment, that giving notice may cause damage or is not required.
- 16.5. You agree that if we decide to suspend or close your account, we have the right but not the obligation to:
  - (a) Notify other users of the Website/App and/or the lawyer about the suspension of your account or its status as 'closed'; and
  - (b) Provide those users of the Website/App and/or the lawyer with a summary of the reasons for your account suspension or closure.

**17. INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of our Website/App and transfer, posting, and uploading of software, technology, and other technical data via the same may be subject to the export and import laws of India and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you represent and warrant that you:

- (a) are not a prohibited party identified on any government export exclusion lists or a member of a government of any other export-prohibited countries as identified in applicable export and import laws and regulations;
- (b) will not transfer software, technology, and other technical data via us and/or our Website/App to export-prohibited parties or countries;
- (c) will not use our Website/App for military, nuclear, missile, chemical, or biological weaponry end uses in violation of any export laws; and
- (d) will not transfer, upload, or post via our Website/App any software, technology, or other technical data in violation of export or import laws.

**18. LICENSE FROM LEGALO:**

- 18.1. We hereby provide unto you a personal non-exclusive license, unless otherwise expressly agreed upon in any other written agreement between us and you, to use the Website/App provided to you by us as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services provided by us in the manner permitted by these Terms.
- 18.2. You are not entitled to commercially exploit, either directly or indirectly, or, in any manner whatsoever, transfer commercially or profit from the services and/or any other matter or thing attributable, whether directly or indirectly, to us and/or the Website/App .
- 18.3. You are not permitted (and shall not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software used vis-a-vis the Website/App or any part thereof.
- 18.4. Unless we have given you specific written permission to do so, you shall not assign (or grant a sub-license of) or otherwise howsoever transfer any part of your rights to use the services.

**19. CONFIDENTIAL INFORMATION:**

- 19.1. If you create, upload, store or share any document or case related information in or by way of your account or through any other possible medium relatable to us, we shall ensure its confidentiality. It is hereby made clear that we neither have ownership rights on and in respect of your document, the content thereof, as also the information referred to above nor do we have any right to edit such document or information. You also permit us to use your documents for providing the services to you. Any comments, questions, suggestions, feedback or information provided by you about our services can be used by us for our promotion, marketing or advertisement. We may also remove any of your submissions and are not under any obligation to post the same. You agree that we may keep such documents, information and submissions as preserved and confidential but may also disclose the same or any part thereof under the following circumstances:
  - (a) Where such disclosure is necessitated in view of any demand in this behalf on part of any government, whether of the Republic of India or otherwise, or law enforcement agencies or other governmental instrumentality, whether of the Republic of India or otherwise.
  - (b) In order to enforce the terms and conditions of this Website/App.
  - (c) In case of any claims raised by third parties when their rights are alleged to be violated.
  - (d) To protect our personal safety, rights, property and privacy and that of our users or public.

- 19.2. To the extent a user or lawyer,CA,CS and other consultant provides confidential information to the other, the recipient will protect the secrecy of the discloser's confidential information with the same degree of care as it uses to protect its own confidential information, but in no event with less than due care, and will: (a) not disclose another's confidential information to anyone without first obtaining the express written consent of the owner of the confidential information; (b) not use or permit the use of another's confidential information, except as necessary for the performance of lawyerCA,CS and other consultant services (including, without limitation, the storage or transmission of confidential information on or through the Website/App for use by lawyer).
- 19.3. If and when confidential information is no longer needed for the performance of the lawyer,CA,CS and other consultant services for a services contract to be entered into between the user and the lawyer,CA,CS and other consultant or is sought to be returned or destroyed at user's or lawyer's,CA,CS and other consultant written request, the party that received confidential information will, at its expense, promptly destroy or return the disclosing party's confidential information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received confidential information agrees to provide written certification to the party disclosing the confidential information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.
- 19.4. You, the lawyer(s),CA,CS and other consultants and we shall not publish, or cause to be published, any other party's confidential information, except as may be necessary for performance of agreed services in accordance with law.

**20. LIMITATIONS ON YOUR USE:**

You agree to abide by all applicable local, state, national and international laws and regulations in using the services, and not to use the services for any purpose that is prohibited by this Agreement. You agree not to (a) use services for illegal purposes; (b) use services in any manner which violates any rights of a third party, including but not limited to intellectual property rights; (c) use the services to post or otherwise communicate material which is unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, pornographic, obscene, indecent, confidential, proprietary or otherwise objectionable; (d) post any links to any external internet website that is obscene or pornographic or to post or otherwise communicate commercial advertisements, chain letters, pyramid schemes, encoded binary files, job offers or listings or personal ads; (e) use the services to provide, upload and/or share materials which contain viruses or other contaminating or destructive features; (f) impersonate any person or entity, including any employee or representative of a third party; (g) cheat or copy in any form with respect to any services offered; (h) create an account or provide any other information under false pretenses, with false or incomplete information, or to mislead others; or (i) use the services provided by us to promote cyber terrorism as defined under the Information Technology Act, 2000, as amended from time to time. Additionally, you shall not: (a) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the services or any activities conducted in connection with the services; or (iii) bypass any measures we may use to prevent or restrict access to the services.

**21. LIMITATION OF LIABILITY:**

We are not liable and you agree not to hold us responsible, in any manner or on any ground whatsoever, for and towards any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

- (a) your use of or your inability to use our Website/App or services;
- (b) delays or disruptions in our Website/App or services;
- (c) viruses or other malicious software obtained by accessing, or linking to, our Website/App or services;
- (d) glitches, bugs, errors, or defects of any kind in respect of our Website/App or services;

- (e) your use of or visit to any link of a third party uploaded on the Website/App;
- (f) damage to your hardware device from the use of our Website/App or services;
- (g) the content, actions, or inactions of third parties' use of our Website/App or services;
- (h) suspension or other action taken with respect to your account;
- (i) your reliance on the quality, accuracy, or reliability of services, lawyer, CA, CS and other consultant profiles, ratings, recommendations, and feedback, or metrics found on, used on, or made available through the Website/App; and
- (j) your need to modify practices or your loss of or inability to do business, as a result of changes to these Terms of Use.

## **22. LEGALO'S PROPRIETARY RIGHTS:**

- 22.1. You acknowledge and agree that all content, design elements and materials available on the service, including the Website/App, excluding your user content and the content belonging to third party users and lawyers, CA, CS and other consultants are protected by copyrights, trademarks, services marks, patents, trade secrets, or other proprietary rights inuring unto and belonging to us and/or our licensors ("**Legalo's Intellectual Property**"). No materials or content from this service, particularly Legalo's Intellectual Property, may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or for any means without our prior written permission. Furthermore, you agree to not to sell, license, rent, or create derivative works from such materials or content. Systematic retrieval of content from the services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us is strictly prohibited. You agree that nothing on this Website/App shall be construed to confer any license under and/or in respect of any of Legalos' Intellectual Property, whether by estoppel, implication or otherwise. Contact us if you have any questions about obtaining such licenses. We do not sell, license, lease or otherwise provide any of the materials other than those specifically identified as being provided by us. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on the services may violate copyright, trademark, patent and other applicable laws vis-à-vis us.
- 22.2. Except as provided below, we, our affiliates and licensors retain all right, title and interest in and to Legalo's Intellectual Property. You shall not be permitted to modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit the Legalo's intellectual property in whole or in party, except as expressly permitted in these Terms of Use or with the prior written consent of Legalo. You agree to use the services only in accordance with these Terms of Use. You agree not to disassemble, decompile or reverse-engineer any software or other component of the Website/App.
- 22.3. You cannot post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without prejudice to the generality of the foregoing, if you believe that your work has been copied and posted on the Website/App in a way that constitutes copyright infringement, please provide us with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the our Website/App; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Notice of claims of copyright infringement can be sent to us in writing to the address located under the CONTACT US section on the Website.

## **23. EXCLUSION OF WARRANTIES**

- 23.1. You expressly understand and agree that your use of the offerings is at your sole risk and that the offerings are provided on "as is" basis.

- 23.2. In particular, we do not represent or warrant to you that: (a) your use of the services will meet your requirements; (b) your use of the offerings will be uninterrupted, timely, secure or free from error, including specifically from server downtime; and (c) any information obtained by you as a result of your use of the offerings will be accurate or reliable.
- 23.3. Any material downloaded or otherwise obtained through the use of the offerings is done at your own discretion and risk and we shall not, under any circumstance whatsoever, be responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- 23.4. No advice or information, whether oral or written, obtained by you from us or through or from the services, shall create any warranty under any circumstance or for any purpose whatsoever.
- 23.5. We further expressly disclaim all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

**24. LIMITATION OF LIABILITY:**

- 24.1. Subject to the provisions set out above, you expressly understand and agree that we provide the services on "as is" basis and disclaim all warranties of any kind, whether express or otherwise implied, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement, as to the information, content, services or other materials made available using the services or as to the results to be obtained from use of the services. We and/or our affiliates and each of our/their directors, employees, agents and representatives do not warrant that: (a) the services will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the services is free of viruses or other harmful components; or (d) the results of using the services will meet your expectations or requirements.
- 24.2. You accept all responsibility for the information, content and other materials you post or otherwise communicate using the services. We shall have and assume no liability for the accuracy or otherwise of the content, information and other materials contained in or for the delays or omissions therein. Neither we nor our affiliates and each of our/their directors, employees, agents and representatives, be liable for any third-party claims or losses of any nature, including but not limited to, loss on profits, punitive, indirect or consequential damages. Some states do not allow exclusion of implied warranties or limitation of liability for incidental, exemplary, punitive, direct, indirect, special or consequential damages, so the above limitations or exclusions may not apply to you. In such States and cases, our liability shall be limited to the greatest extent permitted by law.

**25. COLLECTION OF PERSONAL AND OTHER INFORMATION:**

You expressly agree and acknowledge that we collect and store your personal information, which is provided by you from time to time on the Website/App, including but not limited to your user name, password(s), email, contacts, name, address, date of birth, gender, nationality, shopping preferences, browsing history, etc., as well as any images or other information uploaded/published by you on the Website/App. You are aware that this information will be used by the Website/App to provide services and features targeted at and towards you, which are most likely to meet your needs and to customize and improve the Website/App to make your experience safer and easier.

**26. INDEMNIFICATION:**

You will and hereby agree, at all times, to indemnify, defend, and hold harmless Legalo, its affiliates, and its respective directors, officers, employees, and representatives from and against any and all claims, damages, liabilities, costs, losses, and expenses arising from or relating to: (a) use of the Website/App and the services by you, including any payment obligations incurred through use of the services; (b) any service contract entered into by you and a lawyer, CA, CS and other consultant; (c) failure to comply with this Agreement by you; (d) failure to comply with applicable law by you; (e) negligence, willful misconduct, or fraud by you; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of intellectual property rights or allegations thereof to the extent caused by you; and/or any legal proceedings or other cause initiated by you and/or any third party against the the abovenamed indemnified parties or any of them.

**27. COMMUNICATIONS AND OTHER DATA:**

We are not responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, backup failure, file corruption, or any other reasons.

**28. LICENSE OF YOUR CONTENTS TO LEGALO:**

By uploading content to or submitting any materials for use on the Website/App, you grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. We, however, give an assurance that any information of a sensitive nature will not be intentionally disclosed and revealed to any third party. Notwithstanding such license and/or deemed license having been granted to us, we shall not be responsible or liable, in any manner or for any purpose whatsoever, as to the accuracy or quality of such materials and/or any claim towards costs, loss, damages, etc. based thereupon.

**29. REMEDIES FOR BREACH:**

We reserve the right to seek all remedies available at law and in equity for breach of the Agreement, including but not limited to the right to block your access from a particular internet address to the Website/App and its features.

**30. SEVERABILITY:**

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision or portion thereof in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or portion thereof in any other jurisdiction or of any other provision in any jurisdiction.

**31. ENTIRE AGREEMENT:**

This agreement read with Privacy Policy and other Rules and Regulations as published on the Website/App, from time to time, constitutes the entire and whole agreement between you and us, and is intended to be a complete and exclusive statement of the terms thereof. This agreement shall supersede all other communications between you and us 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. If at any time you find these Terms and Conditions unacceptable or if you do not agree to these Terms and Conditions, please do not use the Website/App. We may revise these Terms and Conditions at any time without notice to you. It is your responsibility to review these Terms and Conditions periodically.

By using our services or accessing the Website/App, you acknowledge that you have read these terms and conditions and agree to be bound by them.

**32. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement read with Privacy Policy and other Rules and Regulations as published on the Website/App, from time to time, or our services shall be resolved by way of adjudication thereof by a Sole Arbitrator to be mutually decided between the parties. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration and consequential proceedings shall be subject to the laws of India and more particularly be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the amendments thereto from time to time. The seat of such arbitration shall be Mumbai and the Courts of law alone shall be entitled to exercise jurisdiction in the matter.

Legalo Explore LLP