

# Terms of Use

## Reimagine Fintech Private Limited

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### **YOU MUST CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE USING ANY OF OUR SERVICES**

#### **1. INTRODUCTION**

These terms and conditions (“**Terms of Use**”) set out the rights and obligations in connection with the use of various services (“**Services**”) offered by Reimagine Fintech Private Limited (“**Reimagine**”, “**we**”, “**us**”, “**our**” or “**provider**”) through the website [www.reimaginefintech.in](http://www.reimaginefintech.in) (“**Website**”), including related mobile site and mobile application, if any (hereinafter referred to as “**Platform**”) and the user of the Services and/or any other services, applications and features offered by us with respect thereto (“**User**” or “**You**”) in connection with the utilization of the Services, as well as further services, applications and functions that may be offered by Reimagine from time to time, unless explicitly stated otherwise.

These Terms of Use are the exclusive terms and conditions for use of the Services. Contradictory terms or user terms that deviate from these terms shall not be recognized unless we have recognized and have exclusively and in text form agreed to the validity of such terms. These Terms of Use shall also apply even where, with knowledge of contradictory terms or terms of the User that deviate from these terms, we continue to provide our services without reservation, to the User.

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of these Terms of Use, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates/ changes. Your continued use of the Platform following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

The Services rendered by us are exclusively intended for individuals who are citizens of India and residing in India. By accessing the Platform or any pages thereof, and/or using the information provided on or via this Platform, you agree to this Terms of Use.

#### **2. LEGAL AGREEMENT**

These Terms of Use, together with such additional terms which specifically apply to some of our Services and features as presented on the Platform, all set forth the entire terms and conditions applicable to each User of the Platform and/or any other services, applications and features offered by us with respect thereto, except where we explicitly state otherwise.

These Terms of Use constitute a binding and enforceable legal contract between Reimagine and its affiliated companies and subsidiaries worldwide and you in relation to the use of any Services.

Acceptance of Terms of Use: By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Platform, you agree to these Terms of Use and all other operating rules, policies and procedures that may be published from time to time on the Platform by us, each of which is incorporated herein by reference and each of which may be updated from time to time without notice to you.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into the Terms of Use by reference. You are requested to update yourself to these new/ additional terms from time to time.

If you do not read, fully understand, and agree to these Terms of Use, you must immediately leave the Platform and avoid or discontinue all use of the Services.

By using our Services, you acknowledge that you have read our Privacy Policy available at (“[Privacy Policy](#)”). Your personal data is subject to our Privacy Policy, the terms of which are incorporated herein by reference. Please review the Privacy Policy before using the Service as it governs our treatment of any information collected from you.

### **3. ELIGIBILITY**

This Platform and the Services are available only to users who can form legally binding contracts under applicable law. By using this Platform or availing the Services, you represent and warrant that you are: (i) at least 18 (eighteen) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred under the laws of India or other applicable jurisdiction from entering into contract or otherwise purchasing or receiving the Services.

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents. Reimagine reserves the right to terminate your membership and/ or refuse to provide you with access to the Platform if it is brought to Reimagine’s notice or if it is discovered that you are under the age of 18 years and transacting on the Platform.

Reimagine shall not be liable for any loss or damage resulting from Reimagine’s reliance on any instruction, notice, document, or communication reasonably believed by Reimagine to be genuine and originating from an authorized representative of your corporate or other entity or association of persons. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, Reimagine reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of these Terms of Use for transactions entered into by you, anyone acting as your agent and/ or anyone who uses your account or the Services, whether or not authorized by you.

### **4. SERVICES**

Reimagine is a private limited company engaged in the business of providing financial services and other related products and services to MSMEs, Agri Business Enterprises and other businesses across India (“**Services**”).

Services shall include Users/ you accessing/registering/ using our Website/ Platform for availing Services from Reimagine.

## **5. USER REGISTRATION**

You may use the Website without registration however, to participate in certain activities/ availing Services of the Website you may be requested to create an account (“User Account”).

While creating the User Account, you shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar, or obscene.

If anyone other than yourself accesses your User Account, such person may perform any actions available to you (unless as specifically stated otherwise on the Services), make changes to your User Account, and accept any legal terms available therein, make various representations and warranties and more, and all such activities will be deemed to have occurred or been conducted for and on your behalf and in your name.

You covenant that; you and the members of your organization shall be responsible for keeping the password used to log in to your User Account private key confidential and well protected and shall not reveal the same event to any person. You would be responsible for and bound by any and all instructions given and/ or transactions carried out by you or by any members of your organization by using the User Account and password generated by you. Reimagine shall be entitled to rely upon all such communications made by you or by any person, including the members of your organization and act on such communication as though each such communication has been specifically authorised by you. Accordingly, each such communication shall be final and binding on you.

You must provide accurate and complete information when registering your User Account and using the Services. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your User Account. You shall have the ability to delete your User Account, either directly or through a request made to us.

## **6. COMMUNICATIONS**

When you use the Platform or send emails or other data, information, or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

By clicking the ‘I Agree’ button, you consent to conduct transactions and receive communications, notices, and information from us electronically, whether sent by e-mail or

other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address / mobile number that as per our records, or when we post the electronic communication on the Website.

## **7. OPTIONAL TOOLS**

We may provide you with access to third-party tools which we neither monitor nor have any visibility or control over.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind whatsoever, express, or implied, and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Platform is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Platform (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

## **8. POSITIVE COVENANT**

You undertake and agree:

- to fully comply with all applicable laws and any other contractual terms which govern your use of the Services (and any related interaction or transaction), including those specific laws applicable to you in any of your geographical locations;
- to be solely responsible and liable with respect to any of the uses of the Services;
- to receive from time to time promotional messages and materials from Reimagine or its partners, associates, affiliates, or service providers, by mail, e-mail, or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices, please notify us at any time;
- that you will use the Services provided by the Platform, its affiliates, consultants, and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the Platform;
- you will provide authentic and true information in all instances where such information is requested of you. Reimagine reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), Reimagine has the right in its sole discretion to reject the registration and debar you from using the Services and / or other affiliated websites without prior intimation whatsoever;
- that you authorize Reimagine to contact you for any transactional purposes related to your order/ User Account;

- that you are accessing the Services available on this Platform and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Platform; and
- that before placing an order you will check the product description carefully. By placing an order for a product, you agree to be bound by the conditions of sale included in the item's description.

## **9. NEGATIVE COVENANT**

You agree and undertake not to:

- copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Platform, the Services (or any part thereof), or third party services and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without Reimagine's prior written and specific consent and/or as expressly permitted under these Terms of Use;
- promote, encourage, or engage in the exploitation of children, or any activity related to the proliferation of child sexual abuse material;
- promote, encourage, or engage in terrorism, violence against people, animals, or property;
- phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law;
- upload, insert, collect, or otherwise make available within the Platform or the Services (or any part thereof), any malicious, unlawful, defamatory, or obscene content;
- use any "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services (or its data and/or content), or in any way reproduce or circumvent the navigational structure or presentation of any of the Services to obtain or attempt to obtain any materials, documents, services, or information through any means not purposely made available through the Services;
- act in a manner which might be perceived as damaging to Reimagine's reputation and goodwill or which may bring Reimagine into disrepute or harm;
- purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Reimagine and/or variations and misspellings thereof;
- impersonate any person or entity or provide false information on the Services, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to Reimagine
- falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that Reimagine or any third party endorses you or any statement you make;
- reverse look-up, trace, or seek to trace another User of Services, or otherwise interfere with or violate any other user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Services without their express and informed consent;
- disable, circumvent, bypass, or otherwise avoid any measures used to prevent or restrict access to the Services, the account of another user, or any other systems or networks

connected to the Services, by hacking, password mining, or other illegitimate or prohibited means;

- upload to the Services or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- use any of the Services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters”, “pyramid schemes” or similar conduct, or otherwise engage in unethical marketing or advertising;
- violate, attempt to violate, or otherwise fail to comply with any of these Terms of Use or any laws or requirements applicable to your use of the Services; or
- access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you, with or without further notice to you, and without any refund of amounts paid on account of any such Services.

## **10. CANCELLATION OF USER ACCOUNT**

Cancellation by User: You may discontinue to use and request to cancel your User Account and/or any Services at any time, in accordance with the instructions available on the Platform. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the Services.

Cancellation by Reimagine: Failure to comply with any of these Terms of Use shall entitle Reimagine to suspend or cancel your User Account (or certain features thereof), as well as the provision of any related Services or third party services to you. Reimagine shall not be liable for any loss suffered by you because of such suspension or cancellation.

## **11. ADVERTISING MATERIAL**

Some part of the Website may contain advertising information or promotion material, or other material submitted to Reimagine by third parties. Responsibility for ensuring that the material submitted for inclusion on Website complies with applicable law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers or including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between You and such advertiser. Company will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website. Company reserves the right to omit, suspend or change the position of any advertising material submitted for insertion.

## **12. LINKED WEBSITES**

This Website may contain links to other websites of group companies, corporate partners, subsidiary companies, and affiliate companies of Reimagine. This Website may also contain links to external websites, having further linked websites, controlled, or offered by third parties (non-affiliates of Reimagine), to help you find relevant websites, services and/or products which may be of interest to you, quickly and easily. The contents displayed or products / services offered on such linked websites, or any quality of the products/ services are not endorsed, verified, or monitored by us. We are also not responsible for the owners or operators of such external websites or for any products or services they supply or for the contents of their websites and do not give or enter into any conditions, warranties, express or implied; or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website to which this website includes a link infringes the intellectual property rights of any third party).

### **13. INTELLECTUAL PROPERTY RIGHTS**

Nothing contained in this Website should be construed as granting any license or right to use any trademarks displayed on the Website. We retain all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or via this Website (including all texts, graphics, and logos). Users are prohibited from using, modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through the Website for any purpose without our explicit written permission. The materials on this Website are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without our prior written consent.

### **14. NO WARRANTY**

Although all efforts are made to ensure that information and content provided as part of this Website is correct at the time of inclusion on the Website, however there is no guarantee to the accuracy of the information. This Website makes no representations or warranties as to the fairness, completeness, or accuracy of information. There is no commitment to update or correct any information that appears on the internet or on this Website. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this Website or the information is at your own risk. Neither Reimagine nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon, this Website or the information, or any website linked to this Website.

### **15. LIMITATION OF LIABILITY**

This Website is provided to you on an "as is" and "where-is" basis, without any warranty. Reimagine, for itself and any third party providing information, materials, Services, facilities, or content to this Website, makes no representations or warranties, either express, implied, statutory, or otherwise of merchantability, fitness for a particular purpose, or non-infringement of third party rights, with respect to the Website, the information or any products, Services, or facilities to which the information refers. Any access to information hosted on third party

websites is not intended and shall not be treated as an offer to sell or the solicitation of an offer to buy any product/offering of these third parties.

Reimagine shall have absolutely no liability in connection with the information and material posted on this Website including any liability for damage to your computer hardware, data, information, materials, or business resulting from the information and/or material or the lack of information and/or material available on the Website. In no event shall Reimagine be liable for any for any special, incidental, consequential, exemplary, or punitive damages for any loss, arising out of or in connection with (a) the use, misuse, or the inability to use this Website; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the site; or (d) any other matter whatever nature relating to this Website.

Further, Reimagine cannot always foresee or anticipate technical or other difficulties. Any difficulties may result in loss of data, personalization settings or other Services/ facilities interruptions. The Website does not assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

## **16. POSTINGS AND MONITORING**

Reimagine does not routinely monitor your postings to the Website but reserves the right to do so if deemed necessary if it is related to the Services/ facilities offered on the Website and also to comply with law. However, in our efforts to promote good citizenship within the internet community, if Reimagine becomes aware of inappropriate use of the Website or any of its facilities, any information, opinions, advice or offers posted by any person or entity logged in to the Website or any of its associated sites is to be construed as public conversation only, and Reimagine shall not be liable or responsible for such public conversation. You agree that in such cases, we will respond in any way that, in our sole discretion, as deemed appropriate. You acknowledge that Reimagine will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, Reimagine will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

Submissions and unauthorized use of any materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold Reimagine and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Website or the use of the Website by any person using your user name and/or password (including without limitation your participation in the posting areas or your submissions) violates any applicable law or regulation, or the rights of any third party.

We reserve the right to terminate access to this Website at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded and printed materials.

If you come across any breaches/violation or offensive material you must report to us at [info@reimaginefintech.in](mailto:info@reimaginefintech.in) .

## **17. SERVICES CHANGES AND DISCONTINUATION**

The Website reserves the right to discontinue or suspend, temporarily or permanently, the Services/ facilities. You agree that Reimagine will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services/ facilities. The format and content of this Website may change at any time. We may suspend the operation of this Website for support or maintenance work, in order to update the content or for any other reason.

Reimagine, and its directors, employees, associates, or other representatives shall not be liable for any damages or injury, arising out of or in connection with the use, or non-use including non-availability of the Website and also for any consequential loss or any damages caused because of non-performance of the system due to a computer virus, system failure, corruption of data, delay in operation or transmission, communication line failure, or any other reason whatsoever. The Website will not be responsible for any liability arising out of delay in providing any information on the Website.

## **18. COMPLIANCE WITH THE LAW**

You agree that you will not:

- Use any robot, spider, scraper, deep link, or other similar automated data gathering or extraction tools, programme, algorithm, or methodology to access, acquire, copy, or monitor the Website, or any portion of the Website.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website, other than the search engines generally available by third party web browsers.
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Website or the facilities.
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software, comprising or in any way making up a part of the Website or the facilities.
- You agree not to use the facilities for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

## **19. RESTRICTIONS ON COMMERCIAL USE OR RESALE**

Your right to use the Services/ facilities is personal to you; therefore, you agree not to resell or make any commercial use of the Services/ facilities. In addition, the Website welcomes your feedback as a user of the Services/ facilities. Any feedback you provide will become the confidential and proprietary information of the Website, and you agree that the Website may use in any manner and without limitation, all comments, suggestions, complaints, and other feedback you provide relating to the Website. The Website shall have a worldwide, royalty-

free, non-exclusive, perpetual, and irrevocable right to use feedback for any purpose, including but not limited to incorporation of such feedback into the Website or other Website software or facilities.

## **20. PROMOTIONAL OFFERS**

You may receive from time to time, announcement about offers with intent to promote this Website and/or facilities/products of Reimagine (“Promotional Offers”). The Promotional Offer(s) would always be governed by these Terms of Use plus certain additional terms and conditions, if any prescribed. The said additional terms and conditions, if prescribed, would be specific to the corresponding Promotional Offer only and shall prevail over these Terms of Use, to the extent they may be in conflict with these Terms of Use. The Website reserves the right to withdraw, discontinue, modify, extend, and suspend the **Promotional Offer(s)** and the terms governing it, at its sole discretion.

## **21. CHARGES FOR USE OF WEBSITE**

There are no charges or fees to be paid by you for use of this Website. However, you are responsible for all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. You further agree to pay additional charges, if any levied by Third Party Service Provider(s), for the facilities provided by them through the Website (Additional Charges).

## **22. NO ENDORSEMENT**

You are advised to be cautious when browsing on the internet and to use good judgment and discretion when obtaining information or transmitting information. From this Website, users may visit or be directed to third party web sites. The Website makes no effort to review the content of these web sites, nor is the Website or its licensors responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites.

In addition, the Website does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that the Website does not pre-screen content, but that the Website will have the right (but not the obligation) in their sole discretion to refuse, edit, move, or remove any content that is available via the facilities.

## **23. ASSIGNMENT**

You shall not assign your rights and obligations under this Agreement to any other party. The Website may assign or delegate its rights and/or obligations under this Agreement to any other party in future, directly or indirectly, or to an affiliated or group company.

## **24. LEGAL DISCLAIMERS**

THE INFORMATION PROVIDED ON OR THROUGH THE WEBSITE IS FOR GENERAL GUIDANCE AND INFORMATION PURPOSES ONLY AND THEY DO NOT IN ANY MANNER INDICATE ANY ASSURANCE OR OPINION OF ANY MANNER WHATSOEVER. ANY INFORMATION MAY BE PRONE TO SHORTCOMINGS, DEFECTS, OR INACCURACIES DUE TO TECHNICAL REASONS. CERTAIN INFORMATION ON WEBSITE MAY BE ON THE BASIS OF OUR OWN APPRAISAL OF THE APPLICABLE FACTS, LAW, AND REGULATIONS IN FORCE AT THE DATE HEREOF.

WE MAKE NO REPRESENTATION AS TO THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE WEBSITE MATERIALS. WE PERIODICALLY AMEND, CHANGE, ADD, DELETE, UPDATE OR ALTER THE INFORMATION, INCLUDING, WITHOUT LIMITATION, THE TERMS OF USE WITHOUT NOTICE. FURTHER, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE. WE SPECIFICALLY DISCLAIM ANY DUTY TO UPDATE THE INFORMATION ON THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ALL INFORMATION LOCATED ON THIS WEBSITE.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS WEBSITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

## **25. FORCE MAJEURE**

Reimagine and any of its Third Party Service Providers shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, virus, other malicious computer code, hacking, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, epidemic, flood, storms, explosions, acts of God, war, earthquake, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

## **26. INDEMNIFICATION**

You agree to protect, indemnify, defend and hold harmless Reimagine, its subsidiaries, licensors, suppliers, employees, officers and directors, from any and all third party claims, liability, damages, expenses and costs (including but not limited to reasonable attorney's fees) caused by or arising from your use of the Website/ availing of the Services, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

## **27. NO WAIVER**

Reimagine or any of its third party service providers etc. shall not be deemed to have waived any of its/their rights or remedies hereunder unless such waiver is in writing. No delay or omission on the part of Reimagine, in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **28. EXCLUSIVE AGREEMENT**

You agree that these Terms of Use are the complete and exclusive statement of agreement supersede any proposal or prior agreement, oral or written, and any other communications between you and Reimagine and its Third Party Service Providers relating to the subject matter of these Terms of Use. These Terms of Use, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Website.

## **29. TERMINATION**

Either party can terminate this Agreement by notifying the other party in writing. Upon such termination You will not be able to use the facilities/ Services of this Website.

## **30. GOVERNING LAW AND JURISDICTION**

The Website specifically prohibits you from usage of any of its facilities in any countries or jurisdictions that do not corroborate to all stipulations of these Terms of Use. The Website is specifically for users in the territory of India. In case of any dispute, either judicial or quasi-judicial, the same will be subject to the laws of India, with the courts in Mumbai having exclusive jurisdiction.

These Terms and Conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Mumbai, India for the resolution of all such disputes.