

TERMS OF USE

The Website / Mobile App is currently owned and operated by ATNIRVAANA SOLUTIONS PVT LTD

These Terms of Use agreement was last updated on 02/05/2017

These Terms of Use agreement is effective as of 02/05/2017.

PLEASE READ THE TERMS OF USE THOROUGHLY AND CAREFULLY.

A. ACCEPTANCE OF TERMS

1. The terms and conditions set forth below ("Terms of Use") and the Privacy Policy (as defined below) constitute a legally-binding agreement between ATNIRVAANA SOLUTIONS PVT LTD ("NirvaanaSolutions"), and you.

These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in (i) the NirvaanaSolutions website and mobile application, including all content and services offered by NirvaanaSolutions either directly or through any third party ("Service Professional") through the domain and sub-domains of NirvaanaSolutions located at www.nirvaanasolutions.com (collectively referred to herein as the "Website"), and (ii) the online transactions between NirvaanaSolutions and those users (each, a "Service User") of the Website who are obtaining services (such services, collectively, the "Services") through the Website. The Terms of Use described below incorporate the Privacy Policy and apply to all users of the Website.

You acknowledge that the Website serves as a venue for the online distribution and publication of information relating to the services being offered by NirvaanaSolutions, either directly or through any third party Service Professional, and by using, visiting, registering for, and/or otherwise participating in this Website, including the Services presented, promoted, and displayed on the Website, and by clicking on "I have read and agree to the terms of use," you hereby certify that: (1) you are a prospective Service User, (2) you have the authority to enter into these Terms of Use, (3) you authorize the transfer of payment for Services requested through the use of the Website, and (4) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you should not click to affirm your acceptance thereof, in which case you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating in this Website immediately.

You specifically agree that by using the website, you are at least 18 years of age and you are competent under law to enter into a legally binding and enforceable contract.

All references to "you" or "your," as applicable, mean the person that accesses, uses, and/or participates in the Website in any manner, including any third party for whom the services may have been purchased by you. If you use the Website or open an Account (as defined below) on behalf of a business, you represent and warrant that you

have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business and "you" and "your" herein shall refer to that business.

- 2. MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY :** NirvaanaSolutions reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time, and NirvaanaSolutions will post notice of the changes and the amended Terms of Use at the domain of www.nirvaanasolutions.com/terms. It is your responsibility to review the Terms of Use for any changes and you are encouraged to check the Terms of Use frequently. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website
- 3. PRIVACY POLICY :** NirvaanaSolutions has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of this Website is governed by the Privacy Policy.

B. MEMBERSHIP AND ACCESSIBILITY

- 1. LICENSE TO ACCESS :** NirvaanaSolutions hereby grants you a non-exclusive, revocable license to use the Website as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of the Website in any medium without NirvaanaSolutions' prior written consent; (ii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws.
- 2. MEMBERSHIP ELIGIBILITY CRITERIA :** Use of the Website is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age, and that: (a) all registration information that you submit is truthful and accurate, (b) you will maintain the accuracy of such information, and (c) your use of the Website and Services offered through this Website do not violate any applicable law or regulation. Your Account (defined below) may be terminated without warning if we at our discretion, believe that you are under the age of 18 or that you are not complying with any applicable laws, rules or regulations.

You need not register with NirvaanaSolutions to simply visit and view the Website, but to access and participate in certain features of the Website, you will need to create a password-protected account ("Account"). To create an account, you must submit your name and email address through the account registration page on the Website / Mobile App and create a password. You will also have the ability to provide additional optional information, which is

not required to register for an account but may be helpful to NirvaanaSolutions in providing you with a more customized experience when using the Website.

You are solely responsible for safeguarding your NirvaanaSolutions password ("Password") at all times and shall keep your Password secure at all times. You shall be solely responsible for all activity that occurs on your Account and you shall notify NirvaanaSolutions immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another's Account without NirvaanaSolutions's permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Website and/or the Services offered through the Website.

You hereby expressly acknowledge and agree that you yourself and not NirvaanaSolutions will be liable for your losses, damages etc. (whether direct or indirect) caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of NirvaanaSolutions or others due to such unauthorized use.

An Account holder is sometimes referred to herein as a "Registered User."

You acknowledge and agree that you shall comply with the following policies (the "Account Policies"):

- You will not copy or distribute any part of the Website in any medium without NirvaanaSolutions' prior written authorization.
- You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.
- You will provide true, accurate, current and complete information when creating your Account and you shall maintain and update such information during the term of this Agreement so that it will remain accurate, true, current and complete.
- You shall not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Website for any purpose without NirvaanaSolutions' prior written approval.
- You shall not in any manual or automated manner collect Service Professionals or Service Users information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a "mirrored", competitive, or third party site.
- You shall not in any way, in a given period of time, transmit more request messages to the NirvaanaSolutions servers, or any server of a NirvaanaSolutions subsidiary or affiliate, than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. NirvaanaSolutions reserves the right to revoke these exceptions either generally or in specific cases.

- You shall not recruit, solicit, or contact in any form Service Professionals or Service Users for employment or contracting for a business not affiliated with NirvaanaSolutions without express written permission from NirvaanaSolutions.
- You shall not take any action that (i) unreasonably encumbers or, in NirvaanaSolutions's sole discretion, may unreasonably encumber the Website's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Website or any third-party participation in the Website; or (iii) bypasses NirvaanaSolutions's measures that are used to prevent or restrict access to the Website.
- You agree not to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.

Your access to, use of, and participation in the Website is subject to the Terms of Use and all applicable NirvaanaSolutions regulations, guidelines and additional policies that NirvaanaSolutions may set forth from time to time, including without limitation, a copyright policy and any other restrictions or limitations that NirvaanaSolutions publishes on the Website (the "Additional Policies"). You hereby acknowledge and agree that if you fail to adhere to any of the terms and conditions of this Agreement or documents referenced herein, including the Account Policies, membership eligibility criteria or Additional Policies, NirvaanaSolutions, in its sole discretion, may terminate your Account at any time without prior notice to you as well as initiate appropriate legal proceedings, if necessary.

C. MEMBER CONDUCT

1. PROHIBITIONS ON SUBMITTED CONTENT : You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Website, including your profile ("Profile") or the posting of any opinions or reviews in connection with the Website, the Service, the Service Professional ("Feedback") (all of the foregoing content is sometimes collectively referred to herein as "Submitted Content" and the posting of Submitted Content is sometimes referred to as a "Posting" or as "Postings") that:

- misrepresents the source of anything you post, including impersonation of another individual or entity;
- provides or create links to external sites that violate the Terms of Use;
- is intended to harm or exploit any individual under the age of 18 ("Minor") in any way;
- invades anyone's privacy in any manner whatsoever, without their knowledge and willing consent;
- contains falsehoods or misrepresentations that could damage NirvaanaSolutions or any third party;
- is pornographic, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography,

obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate;

- is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant NirvaanaSolutions all of the license rights granted herein;
- contains any harmful virus or intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited, to spamming; impersonates, uses the identity of, or attempts to impersonate a NirvaanaSolutions employee, agent, manager, host, another user, or any other person through any means;
- advertises or solicits a business not related to or appropriate for the Website (as determined by NirvaanaSolutions in its sole discretion);
- contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", unsolicited commercial advertisement, contains advertising for ponzi schemes, discount cards, credit counseling, online surveys or online contests;

2. NO DISCRIMINATION : Discriminatory Postings. Indian laws prohibit any preference, limitation or discrimination based on race, color, religion, sex, national origin, age, handicap or other protected class. NirvaanaSolutions will not knowingly accept any Posting which is in violation of the law. NirvaanaSolutions has the right, in its sole discretion and without prior notice to you; to immediately remove any posting that discriminates or is any way in violation of any law.

D. RULES FOR SERVICE USERS :

SERVICE USERS SHALL NOT:

- (a) commit to purchasing or using a Service without paying;
- (b) sign up for, negotiate a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service;
- (c) misuse any options made available now or in the future by NirvaanaSolutions in connection with the use or purchase of any Service.

E. USE OF SUBMITTED CONTENT :

1. NO CONFIDENTIALITY : The Website may now or in the future permit the submission of videos or other communications submitted by you and other users, including without limitation, your Profile, your Offer, your Wants, any Feedback, and all Submitted Content, and the hosting, sharing, and/or publishing of such Submitted Content. You understand that whether or not such Submitted Content is published, NirvaanaSolutions does not guarantee any confidentiality with respect to any Submitted Content.

NirvaanaSolutions may also disclose user information including personal information if NirvaanaSolutions reasonably believes that disclosure (i) is necessary in order to comply with a legal process (such as a court order, search warrant, etc.) or other legal requirement of any governmental authority, (ii) would potentially mitigate NirvaanaSolutions's liability in an actual or potential lawsuit, (iii) is otherwise necessary or appropriate to protect our rights or property, or the rights or property of any person or entity, (iv) to enforce this Agreement (including, but not limited to ensuring payment of fees by users), or (v) as may be required or necessary to deter illegal behavior (including, but not limited to, fraud).

2. YOUR REPRESENTATIONS AND WARRANTIES : You shall be solely responsible for your own Submitted Content and the consequences of posting or publishing it. You agree to pay for all royalties, fees, and any other monies owing to any person / entity by reason of any Submitted Content posted by you to or through the Website.

3. YOUR OWNERSHIP RIGHTS AND LICENSE TO NIRVAANASOLUTIONS : You retain all of your ownership rights in your Submitted Content. However, by submitting the Submitted Content to NirvaanaSolutions for posting on the Website, you hereby grant, and you represent and warrant that you have the right to grant, to NirvaanaSolutions a perpetual, worldwide, non-exclusive, royalty-free, sublicense able and transferable license to link to, use, reproduce, distribute, reformat, translate, prepare derivative works of, display, and perform the Submitted Content in connection with the Website and NirvaanaSolutions 's (and its successor's) business operations, including without limitation, for the promotion and redistribution of any part or all of the Website, and any derivative works thereof, in any media formats and through any media channels.

4. NIRVAANASOLUTIONS'S DISCLAIMERS AND RIGHT TO REMOVE

1. NirvaanaSolutions does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and NirvaanaSolutions expressly disclaims any and all liability in connection with all Submitted Content.

2. You acknowledge and understand that when using the Website, you will be exposed to Submitted Content from a variety of sources, and that NirvaanaSolutions is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content.

3. NirvaanaSolutions may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Website users or others.

5. SUGGESTIONS : If you send or transmit any communications, comments, questions, suggestions, or related materials to NirvaanaSolutions, whether by letter, email, telephone, or otherwise (collectively, "Suggestions"), suggesting or recommending changes to the Website, including, without limitation, new features or functionality relating thereto, all such Suggestions are, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and NirvaanaSolutions is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Suggestions, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Suggestions.

F. COPYRIGHT INFRINGEMENT :

NirvaanaSolutions has high regard for intellectual property and expects the same level of standard to be employed by its users. NirvaanaSolutions may, in appropriate circumstances and at its discretion, terminate the Account or prohibit access to the Website of users who infringe upon the intellectual property rights of others.

G. MODIFICATION OR CESSATION OF WEBSITE

NirvaanaSolutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice and in its sole discretion. You agree that NirvaanaSolutions shall not be liable to you or to any third party for any modification, suspension or discontinuance of NirvaanaSolutions services.

H. INTELLECTUAL PROPERTY RIGHTS

The content on the Website (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by NirvaanaSolutions.

The Website may also contain Data of other users or licensors, which you shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell.

Data on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. NirvaanaSolutions reserves all rights not expressly granted in and to the Website and the Data.

I. FEES, TAXES, TERM, CANCELLATION, REFUND & RENEWAL

1. FEES : Joining NirvaanaSolutions, opening an Account, viewing posted Services, and bidding on posted Services is free. However, NirvaanaSolutions reserves the right to charge a fee to Service Users on a per-transaction basis or in any other manner, and reserves the right to do so in its sole discretion. Changes to this Fee Policy are effective after NirvaanaSolutions has provided you with thirty (30) days' notice by posting the changes on the Website.

You agree to pay all fees or charges to your Account based on NirvaanaSolutions 's fees, charges, and billing terms then in effect. If you do not pay on time or if NirvaanaSolutions cannot charge your credit card, any payment gateway or other payment method for any reason, NirvaanaSolutions reserves the right to either suspend or terminate your access to the Website and Account and terminate these Terms of Use.

You are expressly agreeing that NirvaanaSolutions is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the services offered through this Website and the fees will be billed to your credit card, a payment gateway or other payment method designated at the time you make a purchase or register for a fee-based service.

If you have a balance due to NirvaanaSolutions on any account, you agree that NirvaanaSolutions may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. NirvaanaSolutions reserves its right to initiate appropriate legal proceedings, if necessary, in its sole discretion, to recover such outstanding amounts.

2. TAXES, FOREX CONVERSION CHARGES, PAYMENT GATEWAY CHARGES ETC : You shall be liable to pay all taxes, forex conversion charges, payment gateway charges etc as may be applicable in respect of the services being availed by you and/or the payments made by you.

4. TERM : This Agreement shall commence on the start and end dates specified on the Member Registration form or generated upon purchase of any service package.

5. CANCELLATION / TERMINATION POLICY : Any non-payment of the ongoing registration fee, upfront annual service fee or any other fee or reimbursements will cause this agreement to be suspended or terminated from the date of non-payment, at the discretion of NirvaanaSolutions. The Agreement may be terminated by either party without assigning any reason by giving 30 days written notice to the other party. In the event of any breach of the covenants of this Agreement by either, the non defaulting party shall be entitled to terminate this Agreement forthwith, if the defaulting party fails to remedy the breach within 15 days of intimation of such breach by the non defaulting party.

6. CONSEQUENCES OF TERMINATION: In the event of termination or expiry of this Agreement for any reason whatsoever, without prejudice to such other rights as may be available under this Agreement or under the law:

(a) The Service Provider shall immediately stop providing the Services to the Client.

(b) The ongoing service fee/upfront annual service fee paid in advance shall be forfeited in entirety and no reimbursement of the same shall be given under any circumstances.

7. REFUND POLICY : If you cancel your Account at any time, you will not receive any refund other than balance of imprest / deposits (apart from Package Price) made by you with NirvaanaSolutions for actual expenses, as per the terms of the services availed by you. Upon termination / cancellation of the Agreement, the unused balance of the said imprest / deposit for expenses will be refunded to you after deducting any applicable Forex conversion charge, payment gateway charge etc. It is categorically accepted by you that any sum of money paid by you to you to NirvaanaSolutions, towards or as "Package Price" for any specific Service Package chosen by you, shall not be refundable under any circumstances.

8. RENEWAL POLICY : The Agreement can be renewed by the Parties in writing anytime before the expiry of the term.

J. SERVICE TERMS :

1. NirvaanaSolutions offers various services to its Users, either in al-la-carte manner or under set packages, at the discretion of NirvaanaSolutions. The Website shall contain general information and a general framework for negotiating the terms of Service (e.g. service fees, rate, prices etc) ("Negotiation Worksheet"). BY agreeing to the terms of Service, Registered Users acknowledge and agree that they have accepted all the conditions (terms, rates, prices etc) that exist now or may arise in the future in connection with the applicable Service.

You should not rely on any information or resources contained on the Website, including, without limitation, the Negotiation Worksheet, as a replacement or substitute for any professional, financial, legal or other advice or counsel. NirvaanaSolutions makes no representations and warranties, and expressly disclaims any and all liability, concerning actions taken by a user following the information or using the resources offered or provided on or through the Websites, including, without limitation, the Negotiation Worksheet. In no way will NirvaanaSolutions be responsible for any actions taken or not taken based on the information or resources provided on this Website. If you have a situation that requires professional advice, you should consult a qualified specialist. Do not disregard, avoid or delay obtaining professional advice from a qualified specialist because of information or resources that are provided on this Website, however provided.

2. NO AGENCY OR PARTNERSHIP : No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of the Website, including without limitation, the Negotiation Worksheet or Agreement for Service.

4. DISPUTES BETWEEN REGISTERED USERS & THIRD PARTY SERVICE PROVIDERS: The Services sought to be provided by NirvaanaSolutions may be provided either directly by NirvaanaSolutions or in certain cases (for example, medical, legal or accounting services) through third-party service providers ("Service Professionals").

You understand that deciding whether to use the Services of a Service Professional, is your personal decision for which, you alone are responsible since such third-party Service Professionals are independent persons/entities.

Notwithstanding the foregoing, you agree that NirvaanaSolutions shall not be responsible or liable for any loss or damage of any sort whatsoever incurred as the result of any service provided by any third party Service Professional. If there is a dispute between any service user and any third party, you acknowledge and agree that NirvaanaSolutions is under no obligation to become involved. In the event that a dispute arises between you and any third party, you hereby release NirvaanaSolutions, its officers, managers, members, directors, employees, attorneys, agents, and successors in rights from any claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, foreseeable or unforeseeable, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the website or any service provided thereunder.

K. GOVERNING LAW & DISPUTE RESOLUTION

The Terms of Use shall be governed in all respects by the laws of India and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in Kolkata, India.

If a dispute arises between you and NirvaanaSolutions, the same shall be resolved amicably through dialogue between the two parties. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via e-mail at contact@nirvaanasolutions.com Any dispute shall be resolved through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation and in case of such arbitration, the same shall be referred to a sole Arbitrator and the venue of such arbitration shall be in Kolkata, India.

L. ADVERTISEMENTS & THIRD PARTY LINKS

NirvaanaSolutions may display advertisements, third-party links and promotions on the service on the Website. The manner, mode and extent of advertising by NirvaanaSolutions on the Website are subject to change and the appearance of advertisements on the Website does not necessarily imply endorsement by NirvaanaSolutions of any advertised products or services. You agree that NirvaanaSolutions shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on the Website. Unless expressly stated on the Website, links to third-party sites should in no way be considered as or interpreted to be NirvaanaSolutions's endorsement of such third-party sites or any product or service offered through them. You further acknowledge and agree that NirvaanaSolutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, product, goods or services available on or through any such website or resource.

M. DISCLAIMER OF WARRANTIES

You agree that your use of the website shall be at your own risk. To the fullest extent permitted by law, NirvaanaSolutions and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service professionals, suppliers, and agents disclaim all warranties, express, implied, statutory or otherwise, and make no warranties, representations, or guarantees in connection with this website, the services offered on or through this website, any data, materials, submitted content, relating to the quality, suitability, truth, accuracy or completeness of any information or material contained or presented on this website, including without limitation the materials, data and submitted content of other users of this site or other third parties. Unless otherwise explicitly stated, to the maximum extent permitted by applicable law, this website, the services offered on or through this website, data, materials, submitted content, and any information or material contained or presented on this website is provided to you on an "as is," "as available" and "where is" basis with no warranty of implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. NirvaanaSolutions does not provide any warranties against errors, mistakes, or inaccuracies of data, content, information, materials, substance of the website or submitted content, any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, any interruption or cessation of transmission to or from the website, any defamatory, offensive, or illegal conduct of any third party or service user or service provider, or any loss or damage of any kind incurred as a result of the use of any data, content, information, materials, substance of the website or submitted content posted, emailed, transmitted, or otherwise made available via the website. NirvaanaSolutions does not endorse, warrant, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked site or featured in any banner or other advertisement. NirvaanaSolutions will not be a party to or in any way be responsible for monitoring any transaction between you and any party, including third party service professionals of products or services. As with the use of any product or service, and the publishing or posting of any material through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

N. LIMITATION OF LIABILITIES

1. In no event shall NirvaanaSolutions, or its respective officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service professionals, suppliers, attorneys or agents, be liable to you for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to any personal loss or loss of business, revenue, profits, use, data or other economic advantage) whatsoever resulting from any (i) access to or use of the website or any services offered via the website, including services

provided pursuant to an agreement formed independently of the website, whether or not an agreement for service formed via the website is in effect; (ii) errors, mistakes, or inaccuracies of data, marks, content, information, materials or substance of the website or submitted content; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party; (v) any interruption or cessation of transmission to or from the website; (vi) any errors or omissions in any data, content, information, materials or substance of the website or submitted content; (vii) any failed negotiations for a service, any disputes that arise during or after the negotiation of a service or the formation of a contract for a service, or any other dispute that arises between users of the website; (viii) any negligent, defamatory, offensive, or illegal conduct of any third party or service user or service professional; or (ix) any use of any data, marks, content, information, materials or substance of the website or submitted content posted, emailed, transmitted, or otherwise made available on or through the website, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not NirvaanaSolutions is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

2. In no event shall the total, aggregate liability of NirvaanaSolutions, or any of the above-referenced respective parties, arising from or relating to the website, and/or submitted content exceed the total amount of fees actually paid to NirvaanaSolutions by you hereunder.

You further acknowledge and agree that NirvaanaSolutions shall not be liable for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to personal loss or loss of business, revenue, profits, use, data or other economic advantage) whatsoever resulting from or relating to any contract between website users entered into independently of the website.

The website may contain links to third-party websites that are not owned or controlled by NirvaanaSolutions. NirvaanaSolutions does not have any control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, NirvaanaSolutions will not and cannot censor or edit the content of any third-party site. By using the website, you expressly relieve NirvaanaSolutions from any and all liability arising from your use of any thirdparty website.

3. All Services provided by NirvaanaSolutions shall be delivered on best effort basis, and especially where services are being delivered in association with a third party partner, NirvaanaSolutions shall not be liable or responsible for inaction, incompetence or other service failures. This is especially valid for General Healthcare Services, Ambulance Facilitation Services and Hospitalization Help Services, where third party infrastructure is used extensively. It is clearly understood by you that NirvaanaSolutions shall only act as a co-ordinator to facilitate use of these services by the Service User or any person designated by the Service User and NirvaanaSolutions shall have no role in deciding the specific medical treatment, doctor or medical procedure required in any case. In any

case, the Service User agrees to provide truthfully the details of medical history and agrees to make necessary disclosures of any illness and/or diseases of the Member at the very commencement of the service agreement. The Service User shall ensure that all times during the term of this Agreement, the Service User or any person designated by the Service User shall not misbehave with the Service Provider.

O. FORCE MAJEURE

Neither NirvaanaSolutions nor you shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to public holidays, traffic congestions, political unrest, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters. In case of any Force Majeure situation, the affected party shall inform the other party of the situation within seven days of advent of such situation.

P. INDEMNIFICATION AND RELEASE

You agree to defend, indemnify and hold harmless NirvaanaSolutions, and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service professionals, suppliers, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from your use of, access to, and participation in the website; your violation of any provision of the terms of use, including the privacy policy; your violation of any third-party right, including without limitation any copyright, property, proprietary, intellectual property, or privacy right; or any claim that your submitted content caused damage to a third party. This defense and indemnification obligation will survive these terms of service and your use of the website.

If you have a dispute with one or more website users, you forever release NirvaanaSolutions (and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service professionals, suppliers, agents, subsidiaries, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of the website and/or any submitted content.

The terms of use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NirvaanaSolutions without restriction.

Q. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.

R. NOTICE

You agree that NirvaanaSolutions may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the Website.

S. GENERAL INFORMATION

1. ENTIRE TERMS OF USE : The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by NirvaanaSolutions on the Website (*www.nirvaanasolutions.com*), shall constitute the entire agreement between you and NirvaanaSolutions, concerning the Website / Mobile App and the services being offered through then. If any provision of the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

No waiver of any provision of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and NirvaanaSolutions' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

2. STATUTE OF LIMITATIONS : You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

3. SECTION HEADINGS : The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.