

TERMS & CONDITIONS

Famescore Private Limited

This is an electronic contract in terms of Information Technology Act, 2000 and rules, there under, as applicable. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms for access or usage of the Website.

This Platform (defined below) including www.FAMESCORE.in is managed and operated by Famescore Private Limited (formerly known as FinAGG Technologies Private Limited), a company incorporated under the Companies Act, 2013 having corporate identification number **U72900DL2019PTC354576 (Famescore)** and having its registered office at C 193, First Floor Anand Vihar NA East Delhi - 110092. Famescore also has a branch office at Noida and Chennai etc.

“We”, “our,” and “us” refer to Famescore. “You” and “your” refer to the User and/ or his/her/its Authorized Representative (defined below), as applicable.

The Famescore Services are made available solely for business entities based in India. By accessing the Website or using the Famescore Services (defined below), the User agrees that the User and the Authorized Representative have read and understood, and, agrees to be bound by these Terms of Service (**Terms**), and any applicable Third Party Terms (defined below). It is important to read the entire Agreement carefully as some of the provisions affect your legal rights and obligations.

You may not use the Famescore Services if you do not accept the terms of this Agreement. If you do not agree to be bound by these Terms and the Privacy Policy, you should not use the Website. It is strongly recommended for you to return to this page periodically and review the most current version of the Terms in force. Famescore reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of this Website signifies your assent/ratification of the updated or modified Terms. If you object to these Terms or any subsequent modifications to these Terms in any way, your only recourse is to immediately terminate use of the Website. We may require you to agree to additional terms (if any) between you and Famescore in connection with specific services that you may avail from us from time to time.

1. Definitions

Account shall mean the account created by the User on the Website after successful completion of registration.

Agreement shall have the meaning as assigned to such term in the foregoing paragraph.

Authorised Representative shall mean the employee or authorised representative of the User who is specifically authorized to register on the Website on behalf of the User to assist the User to avail the Services.

Content have its meaning as provided under clause ..

FAMESCORE Services shall mean the service of providing the Website and the Platform which shall include the following : (i) supply chain platform (ii) insurance service platform and such other service provided time to time and in relation to the same connect with various Third Party Service Providers to the User.

Insurance Service shall mean shop insurance, credit life insurance & mediclaim offered by Third Party Service Providers to Users through the Platform, by way of which the Users can indemnify themselves against financial losses while availing Third Party Services on the Platform.

Mobile Application shall mean the mobile application belonging to FAMESCORE which is developed and designed to run on various mobile operating systems, for providing the FAMESCORE Services through the Platform.

Organisation shall mean a sole proprietorship firm, partnership firm, a company registered under the Companies Act, 2013 or erstwhile Companies Act, 1956, or an LLP registered under Limited Liability Partnership Act, 2008 based in India.

Partner shall mean third party partners of FAMESCORE from whom FAMESCORE may obtain certain services in relation to the Website including but not limited to the verification companies, information repositories etc. to provide the FAMESCORE Services.

Platform shall mean digital platform having the tradename and brand name 'FAMESCORE', as operated and maintained by FAMESCORE, the front-end version of which is accessible through the Website.

Privacy Policy shall mean the FAMESCORE privacy policy as provided at <https://www.famescore.in/privacy.php>

Party in relation to FAMESCORE, its representatives, agents, and any of their respective officers, directors, equity holders, employees, parent entities, subsidiaries, affiliated entities, representatives, agents and licensors.

Supply Chain Platform shall mean online and/or offline electronic FAMESCORE Supply Chain Platform provided by FAMESCORE for enabling business for Users via multiple mode and not limited order/ invoice data management, limit / assessment etc.. which includes any future modifications or changes to the same.

Third Party Service Offerings shall mean the Insurance Services, provided by Third Party Service Providers to Users on the Website.

Third Party Service Providers shall mean service providers including insurers providers who are on boarded on the Platform and from whom the Users can avail the Third Party Service Offerings.

Third Party Terms shall mean the additional terms and conditions that the User may have to agree separately with the Third Party Service Providers to avail any Third Party Service Offerings.

User shall mean any Authorized Representative/Organisation (as the case maybe) registered on the Website being a business entity in India for using the FAMESCORE Services to avail any commerce offering or Third Party Service Offerings and shall include master anchors, anchors and dealers under the SCF Services.

User Consent shall mean prior consent procured from the User (by means of a click-wrap contract in the form as applicable) in relation to access to information by FAMESCORE on behalf of the User from a Partner.

User Data mean any data submitted by User or the Authorized Representative on behalf of the User, to or in relation to the FAMESCORE Services or Third Party Service Offerings, including Personal Information.

User Verification shall the process followed by FAMESCORE to ensure eligibility of the User to avail any Third Party Service Offerings.

Website shall mean the domain i.e. www.FAMESCORE.in and/or the Mobile Application.

FAMESCORE and the **User** shall as the context so requires, be individually referred to as a "**Party**" and collectively as the "**Parties**".

2. Registration and Usage of Website

- a) The Website is freely accessible currently, however, prior to availing any of the FAMESCORE service(s) as a User, an organization/ individual will have to

register on the Website and create an Account. An Account created by an Authorized Representative without providing necessary support documentation, such as board resolution or resolution of partners etc, as may be required by FAMESCORE, for appropriate authorization from the User will be suspended and terminated.

- b) You will also be required to submit certain documents stipulated as per FAMESCORE's policies as applicable from time to time, for User Verification such as Personal Information data not limited to PAN, phone no., email ID and GST number.
- c) You hereby expressly authorise FAMESCORE and/or Third Party Service Provider as the case may be to use such documents, store and process such information for the purposes of this Agreement. We provide our Third Party Service Providers including (as stated herein) your User Data to enable you to avail any Third Party Service Offering. User Data shared by Users will be stored and shared with Third Party Service Providers for providing loan services.
- d) In the event the details or documents submitted for creating Account, or for availing the FAMESCORE Services, are incomplete or discrepant, FAMESCORE will request additional information / documentation. In case the discrepancies remain unresolved or if FAMESCORE is unable to successfully complete its User Verification in accordance with its policies, FAMESCORE shall have the right to reject your request for registering with the Website and/or availing the Third Party Service Offerings. FAMESCORE reserves the absolute discretion to accept or reject your request for creating the Account towards availing FAMESCORE Services any Third Party Service Offerings, without assigning any reasons for the same.
- e) By registering and creating an Account with FAMESCORE, the User certifies that:
 - The User/Authorized Representative have created the Account for his own personal/ his Organisation's use and that the information and documents you provide to FAMESCORE will be your/ your Organisation's details (and not that of any third person or entity);
 - All information and documents that you provide to FAMESCORE at any time, including the during the course of any commercial transaction with other Users, are true, complete and accurate and any such information is supported by genuine and valid documents submitted to FAMESCORE.
 - You will comply at all times with all anti-corruption, anti-slavery, anti-bribery and anti-child labour laws and shall not engage in practices involving child labour or slavery;
 - FAMESCORE may suspend or terminate your Account or your use of the FAMESCORE Services at any time without notice, if we suspect that any information / documents/ authorization that you have provided are untrue, inaccurate, not current, or incomplete or if you are found to be in breach of any of these Terms.
 - In the event the User is required to provide any security or collateral (in the form of immovable or movable asset) in relation to a Third Party Service Offering, the

User shall provide true, complete and accurate information pertaining to such asset on the Website or in physical copy. Further, the User shall be required to furnish the title documents, either online or in physical copy, pertaining to such asset, as and when required by the relevant Third Party Service Provider to demonstrate that the User has the sole right, title and interest to such asset.

3. SCOPE OF SERVICES AND LIMITATIONS

- a) The FAMESCORE Services provided by FAMESCORE are available and appropriate only for use in India.
- b) You hereby agree and accept that FAMESCORE is not and shall not be a party to any agreements entered into or executed between the Users and Third Party Service Providers. Further, you agree that FAMESCORE has no control over the conduct of any Third Party Service Providers or their Third Party Service Offerings and disclaims any and all liability in this regard to the maximum extent permitted by applicable law.
- c) You may be required to accept and agree to be bound by Third Party Terms for availing the specific Third Party Service Offerings you choose. The applicable Third Party Terms may be set out at the point of access to the relevant Third Party Service Offerings. These Third Party Terms are in addition to, and not in derogation of these Terms.
- d) For details of the various Third Party Service Offerings, the scope of such service provided, the term of the relevant Third Party Service Offering and the corresponding charges applicable, please refer to the relevant Third Party Terms.
- e) All transactions undertaken on your behalf by FAMESCORE will be on the basis of your express instructions/prior approval and will be strictly on a non-discretionary basis.
- f) FAMESCORE may at its discretion introduce any new FAMESCORE Services and Third Party Service Offerings.
- g) FAMESCORE shall not be liable for any failure or delay to perform any of its obligations if such performance is prevented, hindered or delayed, in part or entirely, by any event beyond the reasonable control of FAMESCORE, including without limitation, fire, flood, explosion, acts of god, terrorist acts, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, acts of third parties beyond FAMESCORE's reasonable control, security breaches, power shut down, faults or failures in telecommunication or internet services or unauthorized access to computer systems("Force Majeure Event").
- h) For providing any of the FAMESCORE Services or Third Party Services, FAMESCORE may be required to ascertain your location or geolocation. You hereby provide your consent for FAMESCORE and Partners to ascertain, track, record and share your location and geolocation in accordance with applicable laws.
- i) By accepting these Terms, you hereby request and expressly authorize FAMESCORE and its employees or agents to communicate with you, and accept instructions from you or with your approval, (i) over the telephone by SMS or

calls (including robo calls and IVR calls) at the number you provide to FAMESCORE (ii) by email at the email address you provide to FAMESCORE; (iii) over video calls generated on the Platform (iv) in writing (including through documents uploaded by you through your Account or otherwise); (v) through 'click to accept' contracts and forms, and/or any other mode and form as may be determined appropriate by FAMESCORE from time to time.

- j) You hereby consent to FAMESCORE, at its sole discretion, recording all telephone calls/ video calls between you and FAMESCORE representative for any purpose whatsoever, however subject to applicable laws, and any such records of FAMESCORE shall be conclusive and binding evidence of the fact and content of such calls. It is your responsibility to intimate FAMESCORE of any change in your email address or telephone number. You hereby confirm that instructions / approval so provided by you will be valid, effective and binding on you without any further enquiry or due diligence as to identity of the person purporting to give such instruction / approval. FAMESCORE may, in its sole discretion, seek further confirmation of any instruction / approval given or purporting to originate from you. You hereby specifically consent that FAMESCORE shall be entitled to use any User Data or data/information FAMESCORE derives from your transaction or usage patterns on the Platform for any cross selling of service offerings or promotion of new offerings in the manner determined by FAMESCORE.

4. SPECIFIC TERMS FOR THIRD PARTY SERVICES

A. SUPPLY CHAIN PLATFORM

1. Once the User registers with FAMESCORE after accepting these terms and conditions he creates a unique user name and password which authorizes the FAMESCORE or its authorized persons access to the Services.
2. FAMESCORE is and remain exclusive owners of all rights (including without limitation the proprietary rights) in and to the FAMESCORE Supply Chain Platform. The Subscriber is granted a non-exclusive, non-transferable, revocable right to use the FAMESCORE Supply Chain Platform for the Subscription term on the terms defined at FAMESCORE.in/tnc,
3. The Subscriber will treat the FAMESCORE Supply Chain Platform as Confidential Information and shall undertake all required activities to ensure that no third party gains any access to the FAMESCORE Supply Chain Platform.
4. The subscription shall be limited in accordance with the plan opted by the Subscriber as per details mentioned herein below in the Agreement.

5. The Subscriber acknowledges that there may be interruptions in Service, website that are beyond the control of FAMESCORE. While FAMESCORE uses reasonable efforts to keep the website and the Service accessible, the website or the Service may be unavailable from time to time for any reason including, without limitation, routine maintenance. Subscriber understands and acknowledges that due to circumstances both within and outside of FAMESCORE control, website or the Services access may be interrupted, suspended or terminated. Subscriber further understands that there may be interruptions in the access to the website or the Services due to local internet connectivity. FAMESCORE shall not be liable in any manner for any such disruptions in the website or the Services.

B. SHOP INSURANCE SERVICES

1. Insurance Services are governed by the terms and conditions provided by the relevant insurers available on their respective websites should you choose to avail of Insurance Services.
2. The insurer will determine your eligibility to avail the relevant Insurance Services in accordance with its internal policies. The insurer reserves the right to withhold providing Insurance Services to you at its discretion. We will charge you such amount as mentioned in the Platform from time to time for providing the Insurance Services. Further, we will only be liable to make payment towards any of your claims, to the extent such claim is processed by the insurer. In the event any claim is rejected by the insurer or any claim is only partially allowed by the insurer, we will not be liable to pay the balance amount remaining unpaid.
3. Shop insurance is available for retailers enrolled in FAMESCORE's ecosystem. By accepting this you are certifying that the data shared with FAMESCORE for the purpose of insurance is true to the best to your knowledge.
4. Retailers on FAMESCORE's ecosystem can increase the amount of cover by paying extra at any given time.
5. Policy number will be visible to retailers on their dashboard. No separate policy document will be shared.
6. Principle of underinsurance will be applicable at the time of claim. Retailers are requested to increase their coverage based on the value of their stock/content.

C. Credit Life INSURANCE SERVICES

1. Insurance Services are governed by the terms and conditions provided by the relevant insurers available on their respective websites should you choose to avail of Insurance Services.

2. The insurer will determine your eligibility to avail the relevant Insurance Services in accordance with its internal policies. The insurer reserves the right to withhold providing Insurance Services to you at its discretion. We will charge you such amount as mentioned in the Platform from time to time for providing the Insurance Services. Further, we will only be liable to make payment towards any of your claims, to the extent such claim is processed by the insurer. In the event any claim is rejected by the insurer or any claim is only partially allowed by the insurer, we will not be liable to pay the balance amount remaining unpaid.
3. Credit life insurance is available for borrowers enrolled in FAMESCORE's ecosystem. By accepting this you are certifying that the data shared with FAMESCORE for the purpose of insurance is true to the best of your knowledge.

Borrowers on FAMESCORE's ecosystem can increase the amount of cover by paying extra at any given time.

D. Declaration

5. PERMITTED USE OF WEBSITE

- a) You may use the Website and the FAMESCORE Services solely for your own use, subject to the terms of this Agreement that you may accept and agree to be bound by. We grant you a non-sub- licensable, revocable, non-transferable, non-exclusive, limited period license to use Website, but solely as necessary to use the FAMESCORE Services and in accordance with the Agreement. All of our rights not expressly granted by this license are hereby retained.
- b) All content, data, design, information or other materials available on and underlying the Website (collectively "Content"), including but not limited to software underlying the Website or which are required for accessing or using the Website, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks including the trademark and other trademarks that may be used on the Website are the property of FAMESCORE and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws. You are not permitted to copy, reproduce, scrap, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, the FAMESCORE Services, the Content or any part thereof. You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website and shall reproduce all such notices on all authorized copies of the Content. Any use of the Website, the Service and/or Content in violation of these Terms may violate copyright, trademark and other applicable laws, and could result in appropriate legal action.

Notwithstanding anything contained in this Agreement, FAMESCORE may at its discretion, provide the Users with an option to replicate and use the Content, including images, as available on the Platform, which may have been provided by FAMESCORE or other Users, for cataloguing the products on the Platform or any other permitted purposes. In the event FAMESCORE provides such feature, you hereby acknowledge and agree that the other Users may use the Content provided by you; and upon such usage, FAMESCORE and the relevant User(s) shall not be liable in any manner under applicable laws or otherwise and you shall not have any claim or objection whatsoever against such usage.

c) You shall not use the Website, the FAMESCORE Services, the Content or any part thereof for any purpose that is unlawful or not permitted by these Terms. You will not display or upload any photo, picture, illustration or graphic representation which may violate the proprietary rights or copyright of any other person and you shall ensure that you are authorized to upload or display such materials. Without prejudice to the generality of the above, you shall not use the Website, the FAMESCORE Services, the Content or any part thereof to host, display, upload, modify, publish, transmit, update or share any information that:

(a) belongs to another person and to which the you do not have any right to;

(b) impersonate another person;

(c) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

(d) harm minors in any way;

(e) infringes any patent, trademark, copyright or other proprietary rights;

(f) violates any law for the time being in force or deceives or misleads FAMESCORE about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

(h) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

(i) is unsolicited or unauthorized advertising, junk mail, or spam; or

(j) sells any counterfeit goods or illegal goods or restricted goods on the Platform.

(k) In the event of any downtime or data breach, hacking or such other incident on the Platform or Website, which may or may not adversely affect you, you shall be solely responsible for the same and you shall not directly or indirectly post any offensive or derogatory content against FAMESCORE or any of its affiliates, in any media including social media, in any form whatsoever.

(l) Further, by availing the FAMESCORE Services, you hereby expressly acknowledge that FAMESCORE shall at its discretion, be entitled to use your name, tradename, brand name, logos etc in any marketing materials, promotional materials or advertisements of FAMESCORE or its Platform and FAMESCORE shall be deemed to have acquired a license for such usage and you shall not raise any objection in this regard.

6. CHARGES

- a) FAMESCORE shall be entitled to charge fees such as platform fees, convenience fees, onboarding fees etc. for the FAMESCORE Services as per the respective FAMESCORE Service that you subscribe/ avail on the Website. FAMESCORE will deduct the applicable fees when you make any payment through the Website or in such other manner as communicated to you from time to time. The fees as applicable from time to time shall be detailed on our Website or as communicated to you from time to time including by way of email.
- b) In the event any Third Party Service Provider or a User charges a fee for a transaction, notwithstanding the unsuccessful consummation of such transaction, FAMESCORE shall not be liable to Users for reimbursement or refund of such fee.

7. PRIVACY

The Privacy Policy at <https://www.famescore.in/privacy.php> relating to our collection, processing, use, storage and disclosure of User Data is incorporated by this reference

into, and made a part of, these Terms. By agreeing to the Terms, you agree to the use of the User Data and confidential information as per the Privacy Policy.

8. TERMINATION

- a) This Agreement is binding from the time you access this Website and will continue until either you or FAMESCORE terminates this Agreement.
- b) FAMESCORE may terminate the Agreement and de-activate your Account forthwith by notice to you at your email address registered with us in the event that you are in breach of this Agreement.
- c) FAMESCORE may also terminate this Agreement and de-activate your Account for any reason by giving you notice of 10 (ten) days or such other appropriate time period, addressed to your email address registered with us.
- d) You may terminate this Agreement and request deactivation of your Account by written notice by email addressed to hello@famescore.ai. Your Account will be deactivated within 30 working days from receipt of such email.
- e) Upon termination, your right and license to access and/or use the Website or avail any the FAMESCORE Services immediately ceases; your Account will be deactivated. Further, your personal information that is in the possession of FAMESCORE will be dealt with in accordance with our Privacy Policy.

9. REPRESENTATIONS AND WARRANTIES

A. The User represents and warrants that:

- a. if it is an entity, it is a company, duly incorporated under the laws of India, or a limited liability partnership registered under the Limited Liability Partnership Act, 2008, or a sole proprietorship/partnership firm, as the case may be, validly existing and in good standing, and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted; (ii) if an individual he/she is not insolvent and has all necessary permits to carry out his/her business;
- b. he/she/it has full legal capacity and has obtained all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment, for the conduct of its business and to execute, deliver and perform this Agreement and has been or will be duly authorized by all necessary corporate actions and if it is an entity, it has authorised the Authorised Representative with necessary authorisations to perform actions on its behalf for the purposes of the FAMESCORE Services and the Third Party Service Offerings;

- c. this Agreement has been duly executed and forms legal, valid and binding obligations upon the User, enforceable in accordance with its terms;
- d. no claim, litigation, arbitration, claim, suit, action, investigation or proceeding or order, judgment, injunction, decree, award, settlement or stipulation of or before any arbitrator, tribunal or government authority, is pending or outstanding against it/her/him affecting its ability to enter into or perform this Agreement.
- e. In case these Terms are being entered into by the Authorized Representative, then said individual represents and warrants that it has validly entered into the Agreement and has the legal power to do so, on behalf of the User.

B. The Users shall not avail any FAMESCORE Services if they are the subject of any sanctions imposed by the regulatory authorities. The Users must comply with all other export and re-export restrictions that may apply to goods, software, technology and services and ensure that its clients and vendors are not subject of any sanctions. The Users will also adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and with FAMESCORE. Each User represents, warrants and undertakes that it has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to the FAMESCORE Services (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of the other party, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control do not do so. The Users shall also ensure that they comply with all applicable laws while availing the FAMESCORE Services, including labour laws and they will not engage in or encourage slavery and child labour in any manner whatsoever. Any instances of such violations will be viewed in a serious manner and We reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

10 .DISCLAIMER OF WARRANTIES

- a) THE SERVICE, INCLUDING THE WEBSITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND FAMESCORE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- b) FAMESCORE DOES NOT AND CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. THE ENTIRE RISK WITH RESPECT TO THE QUALITY AND PERFORMANCE OF SERVICE OR WITH RESPECT TO ANY INFORMATION TRANSMITTED, DELIVERED OR RECEIVED BY USE OF THE SERVICE RESTS SOLELY WITH THE USER AND FAMESCORE DOES NOT MAKE ANY CLAIM WITH RESPECT TO THE SAME.
- c) FAMESCORE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT OR MATERIALS FROM OR ANY INFORMATION OR CONTENT RELATED TO THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE WEBSITE OR THE SERVICE, SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY- RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE WEBSITE, THE SOFTWARE, OR ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.
- d) YOU ACKNOWLEDGE THAT FAMESCORE DOES NOT WARRANT THAT INFORMATION OR ADVICE OBTAINED BY YOU FROM FAMESCORE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. FAMESCORE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY INTERRUPTION OR ERRORS IN THE FUNCTIONING OF THE SERVICE OR ANY OF ITS COMPONENTS INCLUDING THE WEBSITE OR THE SOFTWARE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. FURTHERMORE, FAMESCORE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICE OR ITS USE, LOSS OF PERSONAL CONTENT ON THE WEBSITE, LOST OR UNDELIVERABLE EMAIL, AND FOR ANY OTHER REASON. Under

no circumstances will FAMESCORE be responsible for any loss or damage, including, but not limited to personal injury or death, resulting from use of the Website or the Service, or any interactions between users of the Website or the Service, whether online or offline.

- e) Further, FAMESCORE is not responsible or liable in any manner for any Third party applications, software, viruses, etc. that are uploaded or posted on the Website or the Service or any component of the Service, caused by users of the Website, or that are related to the use of the Service by third parties, or caused by any third parties' use of the equipment or programming associated with or utilized in the Website or the Service.

11. LIMITATION OF LIABILITY

FAMESCORE AND FAMESCORE PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO FAMESCORE SERVICES, OUR CONTENT OR USE OF THE WEBSITE.

IN NO EVENT WILL THE TOTAL LIABILITY OF THE FAMESCORE PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, FAMESCORE SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE INR 5000 (INDIAN RUPEES FIVE THOUSAND ONLY).

12. INDEMNITY

You will defend (if requested by any Famescore Party), indemnify, and hold harmless the Famescore Parties from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by the Famescore Parties in connection with any claim by a third party arising out of or in any way related to: (1) your use of Famescore Services, our Content or the Website; (2) your violation or alleged violation of the Agreement or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and a third party, including any provider of third party content or other Users. You must not settle any such claim or matter without the prior written consent of Famescore. The Famescore reserve the right, at their own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defence of any such claims.

13. GENERAL PROVISIONS

A. Grievances, Customer Care and Nodal Officer

If you have any other concern or grievance with respect to any of content/information/data/products or services offered on the Website, please send an e-mail to our grievance officer/nodal officer, whose details are mentioned herein below:

Name: Ravi Shankar Kumar

Email ID: hello@famescore.ai

Address: C-193 Anand Vihar Delhi -110092

Phone No.: +91 9311955491

Upon receipt of your complaint by the grievance officer/nodal officer, an immediate compliant acknowledgement ID shall be assigned to your complaint, which shall also be intimated to you to track the status of the complaint. The nodal officer shall redress the compliant within 15 working days from the date of receipt of compliant. However, the following delays are excluded for calculation of time taken for redressal of your complaint:

- (a) Time taken by you to provide relevant information and documents, if any; and
- (b) In case the redressal involves a third party, any delay caused by such third party.

B. Assignment

You cannot assign or otherwise transfer the Terms, Famescore Services or any rights hereunder to any third party. Our rights under the Terms with respect to Famescore Services are freely transferable to any third parties without the requirement of seeking your consent.

C. Governing Law

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts in Noida shall have exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.