

Terms of Service

Effective Date: 01-Aug-2020

Please read these terms of service carefully as they form a contract between You and the SaaS Provider (**SpringRole Inc hereinafter referred as Springworks, 'we' 'us'**) and govern use of and access to the Service(s) and Website by You, Your Affiliates, Users and End-Users. In the event of a conflict between these terms of service and our Privacy Policy, these terms of service shall prevail.

By accessing or using the service(s) or websites, or authorizing or permitting any User or End-User to access or use the Service(s) or Websites, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an "**Entity**"), You are agreeing to these Terms for that Entity and representing to Us that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms, "You", "Your" or related capitalized terms used herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not access or use the Service(s) or Websites.

SERVICE(S)	WEBSITE(S)
SpringEngage	https://www.springworks.in/springengage/
Trivia	https://www.springworks.in/trivia/
SpringRole	https://www.springrole.com

1. ACCEPTANCE

- 1) The following Terms and Conditions, including any other terms and policies referred to in these Terms and Conditions, form the agreement between Spring Verify (referred to as "Springworks", "we" or "us") and the user (referred to as "customer" or "you"), who are collectively referred to as the Parties or each a Party, to this "agreement".
- 2) We own, or hold the relevant rights to the Software and will license the use of the Software as a service to the customer.
- 3) This agreement sets out the terms upon which Springworks has agreed to grant a license to the customer to use the SaaS Services. This agreement is binding on any use of the Services and applies to the customer from the time that We provide the customer with an access and use of the Services from Effective Date.

- 4) By accessing and/or using the Services you:
 - a) warrant to us that you have reviewed this agreement, including our Privacy Policy (available on the Site), with your parent or legal guardian (if you are under 18 years of age), and you understand it well;
 - b) warrant to us that you have all the legal capacity to enter into this legally binding agreement with Us or (if you are under 18 years of age) you have obtained your parent's or legal guardian's permission to access and use the Site and they have agreed to the Terms and Conditions provided hereunder, on your behalf; and
 - c) agree to use the Services in accordance with the terms as set out under this agreement.
- 5) You are required to have attained 18 years of age to create a customer account with us. If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (a Minor) to create a customer account and/or use the Site, you agree to:
 - a) provide all the required supervision over the Minor's use of the Site and their account;
 - b) assume all risks associated with, and liabilities resulting from, the Minor's use of the Site and their customer account;
 - c) ensure user discretion that the content on the Site is suitable for the Minor;
 - d) ensure all information submitted to us by the Minor is accurate; and
 - e) provide on behalf of the Minor, all the consents, representations and warranties contained in these Terms and Conditions.
- 6) By using our Services and subscribing on our Site, you acknowledge that you have read, understood, and accepted this agreement and you have the authority to act on behalf of any person or entity for whom you are using the Services, and you are deemed to have agreed to this agreement on behalf of any entity for whom you use the Services.

2. DEFINITIONS

- 1) **"Agreement"** means the agreement between Springworks and the customer for providing Software as a service to the customer, incorporating these terms and conditions (including the Schedules and Addendums) and the Statement of Services, and any amendments to the agreement from time to time;
- 2) **"Applicable Data Protection Law"**- where you are established in the European Economic Area, means (i) prior to 25th May 2018, the Directive 95/46/EC on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data and (ii) after 25th May, 2018, the EU Regulation 2016/679 (General Data Protection Regulation) and any

applicable national laws made under it; and where you are established in any other territory, means data protection laws that are applicable in that territory.

- 3) **“Authorised User”** means the user(s) permitted to use the SaaS Services and the content, including Data, generated by or the output of, the SaaS Services as a part of the customer’s services to its customers.
- 4) **“Charges”** means the amounts payable by the customer to Springworks under or in relation to the agreement (as enumerated in **Charges Schedule**).
- 5) **“Customer”** means the meaning accorded to it under Clause 1 of Acceptance.

- 6) **“Confidential Information”** includes information or documentation, in any form, which:
 - a) is disclosed to the recipient in connection with this agreement (whether before or after the Effective Date);
 - b) is prepared or produced under or in connection with this agreement (whether before or after the Effective Date); or
 - c) relates to:
 - i. the business, assets or affairs of Springworks or any of its affiliates;
 - ii. the subject matter of, the terms of and/or any transactions contemplated under this agreement, whether or not such information or documentation is reduced to a tangible form or marked in writing as “confidential”, and whether it is disclosed to the recipient or received, acquired, overheard or learnt by the recipient in any way whatsoever.
 - d) Notwithstanding anything contained under this agreement, Confidential Information shall not include any information which
 1. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
 2. is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records prior to the time of disclosure;
 - i) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality;
 - ii) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or

ii) is required by law or under the directions of any court/ authority to be disclosed by the receiving party, provided that the receiving party shall, to the extent legally permitted, give the disclosing party written notice of such requirement prior to disclosing so that the disclosing party may seek a protective order or other appropriate relief.

7) "**Data**" means all of the information, documents and other data provided by the customer or their personnel to Springworks, any content uploaded by the customer or personnel to Springworks's System, or otherwise accessed by Springworks in providing the Services.

8) "**Effective Date**" means the date that the agreement comes into force as specified in the beginning of the agreement;

9) "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights. It also include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs

10) "**Schedule**" means a schedule attached to the agreement.

11) "**Services**" means all the services provided or to be provided by Springworks to the customer under the agreement, including the Support Services.

12) "**Support Services**" means support and maintenance services provided or to be provided by the provider to the customer.

13) "**Upgrades**" means new versions of, and updates to the Services incorporated from time to time, whether for the purpose of fixing an error, bug or other issue in the Services or for enhancing the functionality of the Services.

3. INTERPRETATION

1. In the agreement, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as amended, consolidated and/or reenacted from time to time; and

- b) any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time.
- 2. The Clause headings as provided do not affect the interpretation of the agreement.
- 3. There is no intention of using the ejusdem generis rule for the interpretation of the agreement.
- 4. In this agreement, unless the context otherwise requires:
 - a) the singular includes the plural and vice versa;
 - b) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this agreement;
 - c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - d) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
 - e) 'includes' and similar words mean includes without limitation;
 - f) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
 - g) a reference to a party to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by from from time to time;
 - h) a reference to this agreement or any other document includes the document, all schedules, all annexures and Addendums as upgraded, novated, amended, supplemented, varied or replaced from time to time.

4. THE PLATFORM

- 1. As on the Effective date, Springworks will make available a Platform to the customer by way of creating an account for the customer through which the customer can avail the Services by signing in through the customer login details for that account.
- 2. Subject to the limitations as set out under this agreement, Springworks hereby grants to the customer a non-exclusive license to use the Platform for the Permitted Purpose of availing Services via any standard web browser/ application.

3. The license granted by Springworks to the customer under Clause 2 is subject to the following limitations:
 - a) the Platform may only be used by the licensed user to whom Springworks will provide customer login details, however, the customer may change the login details under the prescribed procedure;
 - b) the Platform can only be used by one customer/ licenced group of customers in accordance with the prescribed procedure from time to time in this regard;
 - c) the Platform may only be used by the employees, agents and subcontractors of the customer and:
 - i. where the customer is a company, the customer's officers;
 - ii. where the customer is a partnership, the customer's partners; and
 - iii. where the customer is a limited liability partnership, the customer's members;
 - d) the customer must comply at all times with the terms as set out under this agreement and under any Policy/ Addendum attached thereto.
4. Except to the extent mandated by applicable law or expressly permitted in the agreement, the license granted by Springworks to the customer under this Clause is subject to the following prohibitions:
 - a) the customer must not sub-license its right to access and use the Platform or allow any unauthorized person to access or use the Platform;
 - b) the customer must not frame or otherwise re-publish or re-distribute the Platform; and
 - c) the customer must not alter or adapt or edit the Platform save as expressly permitted by Springworks.
5. For the avoidance of doubt, the customer has no right to access the object code or source code of the Platform, either during or after the Term.
6. All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of Springworks.
7. The customer shall use all reasonable endeavors to ensure that no unauthorized person will or could access the Platform using the customer's account.
8. The customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.

9. The customer must not use the Platform:
 - a. in any way that is unlawful, illegal, fraudulent or harmful; or
 - b. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

10. In case the customer's login details are misplaced or are exposed to any unauthorized person, then the customer shall immediately inform about such loss/ leaking of details to Springworks.

5. SERVICES

1. From the Effective Date and during the Term, Springworks agrees to provide the Services in accordance with the terms of this agreement.

2. Springworks reserves the right to change or remove features of the SaaS Services from time to time. Where there is any material alteration to the SaaS Services in accordance with this clause, Springworks will provide the customer with a notice of twenty (20) days and the customer agrees that any material alteration is at Springworks's discretion.

3. The Parties agree that the Springworks:
 - a) will supply the Services on a non-exclusive basis;
 - b) the services provided under this agreement are not defect free and Springworks does not take responsibility for any loss to the customer in use of the Services; and
 - c) does not make any warranty or representation as to the ability of the facilities or services of any third-party suppliers; and
 - d) is not liable for any failure in, fault with or degradation of the Services if that failure, fault or degradation is attributable to or caused by any failure of the customer or the facilities or services of any third party.

4. Springworks reserves the right to refuse any request in relation to the Services that it deems inappropriate, unreasonable or illegal.

5. customer's use of the Services- You agree NOT to:
 - a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than

Users and End-Users in furtherance of Your internal business purposes as expressly permitted by these Terms;

- b) use the Services to Process data on behalf of any third party other than Your Users and End-Users;
 - c) modify, adapt, or hack the Services or otherwise attempt to gain or gain unauthorized access to the Services or related systems or networks;
 - d) falsely imply any sponsorship or association with Us;
 - e) use the Services in any unlawful manner, including but not limited to violation of any person's privacy rights;
 - f) use the Services to send unsolicited communications junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;
 - g) use the Services to store or transmit any content that infringes upon any person's intellectual property rights;
 - h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
 - i) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any Software making up the Services;
 - j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory;
 - k) use the Services to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software;
 - l) establish a link to Our Websites in such a way as to suggest any form of association, approval or endorsement on Our part where none exists;
 - m) use the Services for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail) in violation of applicable law;
 - n) use of the Services for any purpose prohibited by applicable export laws and regulations, including without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology;
 - o) try to use, or use the Services in violation of these Terms.
6. The customer shall assume all the responsibility for any loss of data or attempted or actual access or use of the Services through the customer's Account in violation of these Terms.

7. If We inform You or your personnel that a specified activity or purpose is prohibited with respect to the Service, You will ensure that You immediately cease use of the Service for such prohibited activity or purpose.
8. Access to Services-
 - a) You may not be able to access or use the Services:
 - i. during planned downtime for upgrades and maintenance to the Service which shall be reasonably notified to you in advance as far as possible, or
 - ii. during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks.
 - b) As far as possible We will use commercially reasonable efforts to schedule the maintenance to Services during weekends and other off-peak hours.
9. Support Services and Upgrades - During the Term of the Services, Springworks will provide the Support Services to the customer, and may apply Upgrades to the Services/Platform, in accordance with the agreement. The customer agrees that We may, at any time, sub-contract the provision of any of the Support Services, without obtaining the consent of the customer.

6. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

1. The customer will provide all the required data and materials as required by Springworks from time to time for Springworks to perform the Services.
2. At the expense/ risk of the customer, you must:
 - a) provide all reasonable assistance and cooperation to Springworks in order to enable Springworks to supply the Services in an efficient and timely manner;
 - b) make all the reasonable efforts on his part to ensure that the integrity of the Data is maintained;
 - c) permit Springworks and its personnel/ vendors/ affiliates/ representatives to have reasonable access and permission to process the data/ information provided by the customer in order to make possible, the Services to be provided by Springworks under this agreement;

- d) ensure that the Services provided to you under this agreement are exclusive to you only and not to any unauthorized user.
3. The customer shall have the sole responsibility as regards the use of the Services provided under this agreement and that the customer shall ensure the Services are NOT used:
- a) to break any Applicable Law or infringe any person's rights including but not limited to Intellectual Property Rights;
 - b) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - c) in any way that damages, interferes with or interrupts the supply of the Services.
4. The customer acknowledges and agrees that:
- a) it shall be the responsibility of the customer as regards the usage of Services by any/all of the end users, including its personnel and any authorized users;
 - b) the use of the Services will be at the risk of the customer;
 - c) it is the responsibility of the customer to maintain the security of its account and password. Springworks cannot and will not be liable for any loss or damage from the customer's failure to comply with this security obligation;
 - d) Springworks may alter or update the customer's account logins and passwords and the logins and passwords of any Authorised Users at any time throughout the Term;
 - e) the customer shall take the sole responsibility of all the content posted and activity that occurs under their account. This includes content posted by others who have logins or accounts associated with the customer's account;
 - f) the customer will provide all the co-operation and reasonable assistance to Springworks for and Upgrades to the Services including but not limited to reconfigurations or interface customizations; and
 - g) the Springworks shall be at liberty to initiate and available equitable or other remedy against the customer as a result of a breach by the customer or its authorized users, of any provision of this agreement.
5. Springworks has the right (but not the obligation) to suspend access to any of the Services provided under this agreement without liability :
- a) if Springworks reasonably believes that the Services are being used in violation of the terms of this agreement or against any applicable statute,

- b) in compliance of any order passed by any governing authority or under the orders of the court.

7. BILLING, PLAN MODIFICATIONS AND PAYMENTS

1. **Subscription Charges:** Unless otherwise specified except during your free trial all charges associated with Your Account (“Subscription Charges”) are due in full and payable in advance when You subscribe to the Service(s). Unless specified otherwise in a Form, the Subscription Charges are based on the Service Plans You choose and are payable in full until You terminate Your Account. You will receive a receipt upon each receipt of payment by Us. You may also obtain a payment receipt from within the Service(s).
2. **Payment methods:** You may pay the Subscription Charges through Your credit card, or other accepted payment method as specified in a Form. For credit card payments, Your payment is due immediately upon Your receipt of Our invoice. You hereby authorize Us or Our authorized agents, as applicable, to bill Your credit card upon Your subscription to the Service(s) (and any renewal thereof). For payments through other accepted methods, Your payment is due within seven (7) days of our invoice date unless otherwise stated in a Form.
3. **Renewal:** Your subscription to the Service(s) will renew automatically for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, the Subscription Charges applicable to Your subscription to the Service(s) for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences. You acknowledge and agree that, unless You terminate Your Account Your credit card will be charged automatically for the applicable Subscription Charges.

We may use a third party service provider to manage credit card and other payment processing; provided that such service provider is not permitted to store, retain or use Your payment account information except to process Your credit card and other payment information for Us. You must notify Us of any change in Your credit card or other payment account information, either by updating Your Account or by emailing Us at support@springworks.in

4. **Refunds:** Unless otherwise specified in these Terms or a Form or a Service Plan, all Subscription Charges are nonrefundable. No refunds shall be issued for partial use or non-use of the Service(s) by You provided however You shall be eligible for a pro-rated refund of the Subscription Charges for the remainder of the Subscription Term if You terminate Your Account as a result of a material breach of these Terms by Us.

5. **Late Payments/Non-payment of Subscription Charges:** We will notify You if We do not receive payment towards the Subscription Charges within the due date for Your Account. For payments made through credit cards, We must receive payments due within a maximum of five (5) days from the date of Our notice. For payments through other accepted methods, We must receive payments within a maximum of seven (7) days from the date of Our notice. If We do not receive payment within the foregoing time period, in addition to Our right to other remedies available under prevailing law, We may (i) charge an interest for late payment @ 1.5% per month and/or; (ii) suspend Your access to and use of the Service(s) until We receive Your payment towards the Subscription Charges as specified herein and/or; (iii) terminate Your Account.
6. **User Benefits:** We may, at Our sole discretion, offer You certain benefits such as discounts on Subscription Charges, extension in Subscription Term for no extra payments from You, with regard to the Service(s). These benefits are specific to Your Account and the Service(s) identified while offering these benefits. They are not transferable. The benefits may have an expiry date. If they do not have an expiry date, they will expire upon completion of twelve (12) months from their date of offer.

8. OWNERSHIP

1. By agreeing to enter into this agreement the customer irrevocably acknowledges that, subject to the licenses granted herein, the customer has no ownership interest in the Services or the materials provided by Springworks to the customer. Springworks holds all the rights, titles, and interests in the Services or materials provided by it including but not limited to software, applications, login details and any other material, subject to any limitations associated with intellectual property rights of third parties. Springworks reserves all rights not specifically granted herein under this clause.
2. This clause shall survive post the termination of this agreement.

9. INTELLECTUAL PROPERTY RIGHTS

1. Ownership of IPR: Except for the rights granted to the You under this agreement, all the title and interest in and to all Our patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights in or related to the Service(s), including the Websites, Applications and any part of it (collectively, "Intellectual Property Rights") shall belong to and remain exclusively with Us. We are the owner or the licensee of all Intellectual Property Rights in Our Websites, and the content or material published on it. Those works are protected by copyright laws and treaties around the world. You must not

use any part of the content on Our Websites for commercial purposes without obtaining a license to do so from Us or Our licensors. Further, We claim no intellectual property rights over the content You upload or provide to us for the purpose of availing services under this agreement.

2. Grant of License: The customer shall be prohibited to use Our product and service names, and logos used or displayed on the Services or Websites, which are Our registered or unregistered trademarks (collectively “Marks”), however, the customer may only use such Marks to identify him as a user of the Services subscribed to under this agreement.
3. Reservation of Rights: All rights not expressly provided herein are reserved with Us. We do not screen content uploaded onto the SaaS Service, but we have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service that we deem inappropriate, illegal, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violate any party’s Intellectual Property Rights or this agreement.
4. This clause will survive the termination or expiry of this agreement.

9. CONFIDENTIALITY

1. Springworks will:
 - a) keep confidential and not disclose the customer’s Confidential Information to any person save as expressly permitted by this Clause;
 - b) protect the customer’s Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care;
2. The customer’s Confidential Information may be disclosed only on ‘need to know ‘ basis by the Springworks to its officers, employees, agents, insurers and professional advisers, vendors, affiliates, provided that the recipient is bound in writing to maintain the confidentiality of the customer’s Confidential Information so disclosed by it.
3. The provisions as enumerated under this Clause shall supersede any non-disclosure agreement entered into between the Parties to this agreement, which may be entered prior to these Terms that would purport to address the confidentiality of customer’s Data and such agreement shall have no further force or effect with respect to customer’s Confidential Data.

4. Exceptions. Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that is provided as an exception under the definition of Confidential Information.
5. This clause will survive post the termination or expiry of this agreement.

10 . DATA PRIVACY AND SECURITY

1. Security of customer's Data: Springworks undertakes to use appropriate technical and organizational measures to protect the Data provided by the customer. The measures so used are designed to provide a level of security appropriate to the risk of processing the customer's Data.
2. Springworks ensures that it shall Process Service Data in accordance with Applicable Data Protection Laws and the Data Processing Addendum which are incorporated to be a part of these Terms.
3. The customer acknowledges and agrees that Springworks may access or disclose information about the customer, Account, Users or End-Users, including customer's Data, in order to:
 - a) comply with the law or respond to lawful requests of the governing authority or legal process of any court;
 - b) protect Springworks's rights or property, including enforcement of the terms of this agreement or other policies associated with the Services provided under this agreement;
 - c) act on a good faith and belief that such disclosure is necessary to protect personal safety or avoid violation of applicable statutes/ law/ rules or regulations.

11. GDPR SUPPORT

1. Springworks products provide the convenience of enforcing your personal/company's defined limitations/policies through the product itself. Eg: Assistance with restriction of use of data by turning certain product features ON/OFF. For similar requests reach out to support@springworks.in
2. Our products directly assist in you/your customer's need to meet 'right to portability' requests. All the collected data can be exported from the product by users who have appropriate access rights. For additional requests on obtaining existing data, reach out to support@springworks.in
3. Our products offer flexibility of controlling access/permissions, thus enabling unauthorised access and protection of sensitive data. Springworks will help you/your customer's request for

permanent erasure of an individual's data from within the product. For similar requests reach out to support@springworks.in

4. Springworks regularly evaluates enforcement of - security policies, utilization of dynamic access controls, identity verification of those accessing data, and implementation of protection mechanisms against data breach.
5. Springworks products help maintain an audit trail to enable you to provide evidence of appropriate actions taken on an individual's request.

12. WARRANTIES

1. Mutual Warranties

- a) The Parties have all the requisite powers and authority to enter into this agreement and have taken all actions necessary to execute, deliver, and perform their obligations under this agreement.
- b) This agreement has been validly executed by the Parties and the same constitutes a valid agreement which is binding on both the Parties and enforceable in accordance with the prevailing law.
- c) All the information communicated by either of the Parties to each other for the purpose of this agreement is true, correct and complete and is not misleading in letter or in spirit whether by reason of omission to state a material fact or otherwise.
- d) Neither the making or performance of this agreement, nor the compliance with its terms will be in violation of any Law or in conflict with or result in the breach of or constitute a default or require any consent under any decree, order, or any other instrument to which either Party is a party or by which either Party is bound and no such decree, order, judgment, execution, claim, settlement or other instrument exists against it.

2. DISCLAIMER OF WARRANTY

- a) ANY AND ALL OF SERVICES OR CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY Springworks TO THE CUSTOMER ARE PROVIDED ON "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Springworks MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER Springworks NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, LICENSORS, VENDORS, REPRESENTATIVES, OR AFFILIATES WARRANTS OR REPRESENTS THAT THE SERVICES PROVIDED UNDER THIS

AGREEMENT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

- b) THE CONTENT ON OUR WEBSITES IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT ON OUR WEBSITES. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES OR WEBSITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

13. INDEMNITY, LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. EXCEPT FOR THE INDEMNIFICATION PROVIDED UNDER THIS CLAUSE, OUR MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CUSTOMER DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL Springworks BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF SPRINGWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. SPRINGWORKS SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN ACCESS TO THE SERVICES PROVIDED BY Springworks UNDER THIS AGREEMENT, DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPRINGWORKS'S AGGREGATE LIABILITY AND THAT OF OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, REPRESENTATIVES, VENDORS AND LICENSORS, RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WILL NOT EXCEED AN AMOUNT EQUAL TO THE LOWER OF THE

SUBSCRIPTION CHARGES PAID BY THE CLIENT, FOR THE SERVICES TO WHICH THE CLAIM RELATES, PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

4. Indemnity By Springworks :
 - a) Springworks shall indemnify and defend customer against any third party claims where the services provided under this agreement by Springworks infringe any copyright during the Term of this agreement, provided that Springworks is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim.
 - b) In the defense or settlement of any claim relating to infringement arising out of services under this agreement, Springworks shall, in its reasonable judgment and at its option and expense:
 - i. Shall provide the customer with the right to continue using the services;
 - ii. replace or modify the services under this agreement so that they become non-infringing while giving substantially equivalent functionality; or
 - iii. if Springworks determines that the remedies in (i) or (ii) are not commercially reasonable, at its sole obligation, terminate the term of this agreement.
 - c) Springworks shall have no liability to indemnify and defend the customer to the extent
 - i. the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of the customer;
 - ii. the alleged infringement is the result of a modification made by anyone other than Springworks; or
 - iii. customer uses the services other than in accordance with these Terms and Conditions or any documentation delivered by Springworks. This clause incorporates Springworks's entire liability and Client's sole and exclusive remedy for claims relating to infringement.
5. Indemnity by the customer: The customer agrees to indemnify, and hold harmless, Springworks against all Liabilities and Claims arising out of or in connection with:
 - a) any and all unauthorized use of the Services provided under this agreement;
 - b) authorized Users access or use of the Services;
 - c) breach of any of the customer Obligations as set out in this agreement;
 - d) customer's gross negligence or willful misconduct;

e) actual or alleged use of the services in violation of the terms of this agreement or against applicable law/ statute/ order/ directions/ rules/ regulations, by the customer or any of its Authorized Users.

6. This clause shall survive post the termination or expiry of this agreement.

14. SUSPENSION AND TERMINATION

1. This agreement shall continue to be in force till the period of subscription, as availed by the customer.
2. Springworks may suspend the customer's account upon expiry or non-renewal of the subscription term, as availed by the customer. In such an event, Springworks shall retain any associated data for a period of 12 months beyond which the customer's account shall be terminated and all associated Service Data shall be deleted immediately and permanently.
3. Springworks shall not be liable to the customer or its authorized users or any other third party for suspension or termination of the customer's Account, or access to and use the Services, if such suspension or termination is in accordance with the terms of this agreement.
4. Any free trial account of the customer shall stand suspended automatically after the expiration free trial period, unless the subscription is renewed by the customer before the date of expiry of the free trial period. Springworks shall retain any associated data for a period of 12 months beyond which the customer's account shall be terminated and all the data shall be deleted permanently.
5. The customer may terminate the account at any time on or before the expiry of free trial period. In such cases, all associated service data shall be deleted immediately and permanently.
6. If the customer has availed any of the service plans as provided by Springworks, then the customer's account may be suspended or terminated in the following manner:
 - a) In addition to suspension for late payment or non-payment of subscription charges, Springworks may suspend the customer's access to and use of the customer's account or the Services under this agreement, if the customer is found to be in violation of the terms.

- b) Springworks shall notify the customer of the activities that violate the terms of this agreement, provided that the customer may be given a 'cure period' of 15 days, at the sole discretion of Springworks, to rectify the activities that violate these terms.
 - c) If the customer fails to rectify such violative activities or that Springworks believes that the breach committed on the part of the customer cannot be rectified, then the customer's account shall stand terminated. Any associated data shall be retained for a period of 12 months from the date of termination of the customer's account, beyond which it shall be deleted during the normal course of operation.
7. Upon the termination of customer's account/ services under this agreement; in accordance with the afore-mentioned clauses, the customer shall be required to immediately pay any subscription charges/ amounts that may be due to Springworks under this agreement, unless waived by Springworks in writing.
8. In case the account of / or services to the customer are terminated as a result of a material breach of the terms of this agreement on the part of Springworks, then the customer may be eligible to receive prorated refund of the subscription charges, as the case may be; provided that the customer is required to provide Springworks with a notice of not less than 30 days, affording it the opportunity to rectify any such breach committed by Springworks.
9. This clause shall survive post the termination or expiry of this agreement.

15. NOTICES

All the notices or other communications referenced under the terms and Conditions of this agreement shall be made in writing and sent to Springworks's address available at 1447 2nd Street, Santa Monica, California, CA 90401 or through electronic mail at support@springworks.in, whatsoever the case may be. All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods, whichever is available or most commercially viable with the sender: electronic mail, registered or certified first class mail, postage prepaid; recognized courier delivery.

16. COMMUNICATIONS FROM Springworks

Apart from the communications specified under this agreement, Springworks may contact the customer directly via e-mail to notify if :

1. The customer is acting in violation of these Terms and Conditions; (update of T&C)
2. A specific activity or purpose is prohibited with respect to the Service(s) provided under this agreement, so that the customer may immediately cease the use of the Services for such prohibited activity or purpose.

17 . FORCE MAJEURE

Neither Party to this agreement shall be responsible for any delay in the performance of any terms and conditions hereunder to the extent that such delay is caused by war, revolution, riot, act of public enemy, terrorism, sabotage, epidemic, quarantine restrictions, accident, fire flood, tempest, earthquake, civil commotion, governmental action, Acts of God (Force Majeure) including, but not restricted to, strike, lock-out, fire, break-down, war, destruction of network, web space or website (including failures of internet or any public telecommunications network, hacker attacks, virus or other malicious software attacks, power failure) and, or restriction of Government, inability to secure Government authorization, or approval, or any other cause beyond their reasonable control.

If at any time during the term of this agreement the performance in whole or in part by any one of the Parties, of any obligation under this agreement is prevented or delayed by reasons mentioned above the other Party shall not be entitled to terminate this agreement neither shall any Party have any claim for damages against the other in respect of such non-performance or delay in performance, provided notice of the happening of any such event/s is given by the affected Party to the other within thirty (30) days from the date of occurrence thereof.

18. ENTIRE AGREEMENT

This agreement including all annexures, attachments, addendums and schedules to this agreement constitute the entire agreement pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.

19. ASSIGNMENT

The customer may not assign any right and obligations under these Terms and Conditions or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of the Service provider. Any purported assignment of these

Terms and Conditions, or any license or rights in violation of this Section will be deemed void. The Service provider may assign, in whole or in part, its rights, interests, and obligations hereunder without limitation.

Any services provided to the customer under this agreement, through Springworks's affiliates/ vendors/ representatives/ contractors shall not constitute assignment for the purposes of this clause.

20 . SEVERANCE

If any provision in these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions of these Terms and Conditions shall remain in effect.

21. WAIVERS

No waiver by either Party of any of their terms hereof or of any breach thereof shall constitute or be deemed to be a waiver of any such terms or of any breach in any other case whether prior or subsequent thereto.

22. REVISIONS

Springworks may amend these Terms and Conditions from time to time, in which case the new Terms and Conditions will supersede prior versions. The customer is required to check these Terms and Conditions from time to time to take notice of any changes made hereunder, as the same shall be binding upon the customer. Springworks will notify the customer not less than seven (7) days prior to the effective date of any amendments to these Terms and Conditions and the customer's continued use of the Service(s) following the effective date of any such amendment may be relied upon by Springworks as customer's acceptance of any such amendment. Springworks's failure to enforce at any time any provision of these Terms and Conditions, does not constitute a waiver of that provision or of any other provision of the Terms and Conditions.

23. RELATIONSHIP OF PARTIES

1. This agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

2. Nothing in this agreement gives a Party authority to bind any other Party in any way.

24. SUBCONTRACTING

1. The customer understands and agree that Springworks may engage subcontractors to perform the Services on its behalf
 - a. Springworks will have the right to use third parties, including, but not limited to, employees of Springworks's affiliates/ representatives/ vendors/ agents/ contractors in performance of its obligations and services hereunder and; for purposes of these Terms and Conditions, all references to Springworks or its employees will be deemed to include such affiliates/ representatives/ vendors/ agents/ contractors.

25. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

This agreement shall be construed according to the laws of the State of California, and any dispute or claim arising under this agreement shall be subject to the exclusive jurisdiction of the Federal and State Courts of the State of California.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be first settled by arbitration in accordance with the Rules for Arbitration to the jurisdiction of the State of California. Any decision in arbitration shall be final and binding upon the parties. Notwithstanding the above, Springworks may sue in any court for infringement of its proprietary or intellectual property rights.