

“Blockchain as a Service” & “Software as a Service”

These “Software as a Service” (SaaS) and “Blockchain as a Service” (BaaS) that govern your access to and use of the Services (SaaS and BaaS) offerings (as defined below) and is an agreement between Chainworks Digital LLP (“Chainworks Digital”, “we” “us” or “our”) and you or the entity you represent or the permitted entity (third party entity of your entity you represent) (“you” or “your”). This Agreement takes effect (“Effective Date”) when you accept the Terms and Conditions. If you are entering into this Agreement for an entity or the permitted entity, such as the company you work for or the third party entity of your entity, you represent to us that you have legal authority to bind that entity.

1. Definitions

- a. “Your Account Information” means information about you that you provide to us in connection with the creation or administration of your account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your account.
- b. “Your Content” means the text, data, graphics, images, photos, video or audiovisual content, hypertext links and any other content that the You allows your users or any End User to uploads, posts, flips, compiles or otherwise provided to Us the Services, as applicable for processing, storage or hosting by the Services in connection with your account and any computational results that you or any End User derive from the foregoing through their use of the Services. Your Content does not include Account Information.
- c. “Service” means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.
- d. “Third-Party Content” means Content made available to you by any third party in conjunction with the Services.
- e. “Content” means software (including machine images), data, text, audio, video, or images.
- f. “End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than under your account.
- g. “Suggestions” means all suggested improvements to the Service that you provide to us.

2. General

Your Content used in conjunction with the Service is being stored and maintained in Cloud Computing Services. The cloud computing services are like IBM Cloud, AWS, Microsoft Azure and others.

Availability : Chainworks Digital targets to provide high “availability” to the products or services during official engagement. For purposes of these Terms and Conditions, “availability” exists unless the products or services are not accessible to Clients due to (1) a hardware failure of the server at the Hosting Site, or (2) a connection failure between the server/is hosting our products or services and the closest Internet router.. Possible software bugs, errors or other problems are not relevant to availability and can be addressed to us.

Support : Chainworks Digital will provide Technical support via email, online or offline channel and phone. Technical support services are provided during business days and hours, excluding national holidays of India. Chainworks Digital will categorize support requests as follows : (1) Fatal our product or service issue : Our Product or services aborts, cannot get any functionality from the Service. Maximum 48-hours for the fix; Corrective action will be started immediately within above defined technical support hours and continued uninterruptedly as long as initial fix (circumvention) for the failure is ready. In case of third party products or services managed by us may take longer time as per the fatal issues. (2) Limited Functionality : Product or services not delivering intended functionality. Maximum 96-hours to fix. (3) Inconvenience Functionality : Minor Software issue or Software exhibits annoying behaviour. To be fixed in next regularly scheduled release or under upgradation. (4) Enhancement Request : Prioritized according to feature requests. May be implemented in a future Software release. Support outside of these hours is only provided for down or mission critical cases.

Additional Support : Chainworks Digital will assist the Client with the following types of issues: (1) Problems with or questions about the operation of our products or related Services (2) Problems with interfaces between our products, services and third party data sources (3) Error messages that occur in the context of our products or services.

Upgrades : Chainworks Digital will install software upgrades/releases of our products or services which are generally made available to its other Clients of the SAAS through the related Service, including patches and/or fixes, as they are

made available at no charge during the SAAS Term. Chainworks Digital will determine and announce upgrades in advance.

3. Your Choice and Rights to Use

- a. You may have access to use the Service solely for your internal or external business purposes in accordance with this Agreement. You will comply with the terms of this Agreement and all laws, rules, and regulations applicable to your use of the Service. For external business purposes, you need to notify us.
- b. To access the Services, you must have an account associated with a valid email address and a valid mobile number. Unless explicitly permitted by the Service Terms, you will only create one account per email address. SSO credentials to access the services are permitted if SSO is officially engaged without our products or services.
- c. You control access to Services by Your end authorized users, and Your end users should direct any requests related to Services. We will provide reasonable assistance with requests to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services. Delete or erase are permitted to authorised users only and the same will be captured into the system.
- d. The Services may contain Third Party Software or Content that requires notices and/or additional terms and conditions. Such required is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Software or Content, which terms and conditions may include separate fees and charges.

4. Login Credentials

To use the Services, You must use a valid user ID and password or use the web application's delegated authentication feature for secure access to the Services. You are responsible for maintaining the confidentiality and security of all of your login credentials. You shall be responsible for all activity by Registered Authenticated Users or End Users authorized by You or occurring under your login credentials. You agree to immediately notify us upon becoming aware of any unauthorized use of or access to any of your login credentials. If a Registered User ceases to be an Employee or authorized agent of you or is assigned different responsibilities, you may deactivate such Registered User's access to the Services and give Services access to a new Registered User.

5. Security and Data Privacy, Security Audit

- a. Without limiting to Section 16, we have implemented appropriate technical, physical and organisational measures in accordance with the Corporate Security Practices designed to protect Your Content against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing. For more information refers to **Privacy Policy**.
- b. Your content will be stored as per the business requirements. We will not access or use Your Content except as necessary to maintain or feature or functionalities of the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Content to any unauthorized third party (Third Party not permitted by us) without your consent. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.
- c. We regularly evaluate our security procedures to consider appropriate new technology and methods. However, please be aware that despite our best efforts, no security measures are perfect or impenetrable and in such unfortunate event, Chainworks Digital will not be liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, loss or damage whatsoever arising from use, or loss of use, of data, arising out of or in connection with the use of our products or services. For more please refers "**Data Policy**".
- d. We follow the standard of OWASP TOP 10 Security Risks and Vulnerabilities like Injection Broken Authentication, Sensitive Data Exposure, XML External Entities (XXE), Broken Access control, Security misconfigurations, Cross Site Scripting (XSS), Insecure Deserialization, Using Components with known vulnerabilities, Insufficient logging and monitoring and other through an external authorised agencies. Any of our services or products can not be made use of without the valid Security audit certificates. Chainworks play a vital role to get the security audit certificates from the authorized third party agencies of the products or services managed by us. In addition to OWASP TOP 10, we follow the other security compliances like HIPAA(Health

Insurance Portability and Accountability Act), GDPR (General Data Protection Regulation) as on request of the clients or customers to our services or products.

6. Incident Management and Data Breach Notifications

We promptly evaluate and respond to incidents that create suspicion of or indicate unauthorized access to or handling of Service. If we becomes aware and determines that an incident involving Services qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, or employee snooping, Services Information transmitted, stored or otherwise processed on our systems that compromises the security, confidentiality or integrity of such Services Information, We will report such breach to You without undue delay. As information regarding the breach is collected or otherwise reasonably becomes available to us and to the extent permitted by law, we will provide You with additional relevant information concerning the breach reasonably known or available to us.

7. Sharing Your Content

Your content contained in our software may be shared throughout our Services and our affiliated entities. We may also share such Your Content with the following third parties:

- a. third-party service providers (for example IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of us;
- b. relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);
- c. as required by law or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to Your Content, we will take the appropriate contractual, technical and organisational measures to ensure, for example, that Your Content is only processed to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law.

8. Your Responsibility

- a. Except to the extent caused by our breach of this Agreement, you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and we and our affiliates are not responsible for unauthorized access to your account.
- b. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.
- c. log-in or SSO credentials and private keys generated by the our products or services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

9. Your Obligations

- a. Compliance : Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the Acceptance Use Policy (AUP). We reserve the right to review the Application, Project, and Customer Data for compliance with the AUP. Customer is responsible for ensuring all Customer End Users comply with Customer's obligations under the AUP.
- b. Privacy : Customer will obtain and maintain any required consents necessary to permit the processing of Customer Data under this Agreement.
- c. Restrictions : You will not, and will not allow third parties under its control to: (a) copy, modify, create derivative works of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Services for High Risk Activities; (c) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; (d) create multiple Applications, Accounts, or Projects to simulate or act as a

single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees or exceed usage limits or quotas;

- d. Third Party Components : Third party components (which may include open source software) of the Services may be subject to separate license agreements. To the limited extent a third party license expressly supersedes this Agreement, that third party license governs Customer's use of that third party component.
- e. Documentation : We may provide Documentation for your use of the Services. The Documentation may specify restrictions on how the Applications may be built or the Services may be used and you will comply with any such restrictions specified.

10. Suspension

- a. Policies Violations : If we become aware that you or any of your End User's use of the Services violates the policies, we will give you notice of the violation by requesting that you correct the violation. If you fail to correct the violations within 24 hours of our request, then we may Suspend all or part of your use of the Services until the violation is corrected.
- b. Other Suspension: Notwithstanding Section 10.a (Policies Violations) We may immediately Suspend all or part of your use of the Services if: (a) we believe you or any of your End User's use of the Services could adversely impact the Services, other customers' or their end users' use of the Services, or our network or servers used to provide the Services, which may include use of the Services for cryptocurrency mining without our prior written approval; (b) there is suspected unauthorized third-party access to the Services; (c) we believe it is required to Suspend immediately to comply with applicable law; or (d) your are in breach of Section 9.c (Restrictions). we will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At your request, unless prohibited by applicable law, we will notify Customer of the basis for the Suspension as soon as is reasonably possible.

11. Third Party Websites, Content, Products and Services

The web application provides links to Websites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of the web application. We are not responsible for third party Content provided on or through the web application or for any changes or updates to such third party websites, content, products and services, and you bear all risks associated with the access to, and use of, such Websites and third party Content, products and services.

12. Fees and Payment

- a. Fees : You will make payment to us the applicable fees and charges for the use of the Service using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff, or counterclaim, and without any deduction or withholding unless required by law. Fees and charges for any new Service or new feature of a Service will be effective on use of the Service, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. You acknowledge that we may display the applicable fees and charges for the Service on the web application in INR. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. We will invoice you from receiving the Services in accordance with the applicable indirect tax laws.
- b. Taxes : All fees and charges payable under this Agreement will be exclusive of applicable national, state or local indirect taxes ("Taxes") that we are legally obligated to charge under the applicable laws. For the purpose of this clause, local indirect taxes include Goods and Services Tax ("GST"), which includes the Central Goods and Services Tax ("Central Tax"), the State Goods and Services Tax ("State Tax"), the Union Territory Goods and Services Tax ("UT Tax"), the Integrated Goods and Services Tax ("Integrated Tax") as may be applicable. The Taxes charged by we will be stated in the invoice pursuant to applicable laws. We may charge and you will pay any applicable Taxes, which are stated separately on the invoice. As per the statutory requirement under GST, you will provide all necessary information such as the correct GST registered address, legal name and GSTIN ("GST Information") in order for us to issue correct GST invoices as per the applicable legal requirements. In the event, the GST invoice is incorrect, you will inform us in a timely manner, to enable us to correct the GST tax invoice. We will determine the place of supply for the Services based on the GST Information provided by you and accordingly, charge GST (CGST and SGST/UTGST or IGST) on its invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us withholding tax certificate

evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

- c. Free Trial : You may be offered a free trial period at the start of the Services, solely at the discretion of us. The duration and the terms of the free trial period shall be at the discretion of the us and shall be specified during sign up. Free trials may not be combined with any other offer(s). Free trials will not be given in cases of renewal of membership or activation of another account from a physical address and/or email address and/or device which is linked to an already existing account, etc. Billing may automatically commence at the end of the free trial period, without prior notice, as per the use of the Services chosen by you, unless you cancel your use of the Services to the expiry of the free trial period. It is hence recommended that you keep track of your account, including the date when the free trial period ends. Once billing commences, we will continue to bill your Payment Method for your use of the Services until you cancel. You may cancel your use of the Services at any time; however, there are no refunds or credits for partially used periods.
- d. Invoice Disputes & Refunds : Any invoice disputes must be submitted prior to the payment due date. If you determine that certain billing inaccuracies are attributable to us, we will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, we will apply the credit memo amount to the disputed invoice and you will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law, you waive all claims relating to Fees unless claimed within sixty days after charged (this does not affect any of your rights with its credit card issuer). Refunds (if any) are at the discretion of us and will only be in the form of credit for the Services. Nothing in this Agreement obligates us to extend credit to any party.
- e. Delinquent Payments: (Suspension) Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by us in collecting such delinquent amounts. If you are late on payment for the Services, we may Suspend the Services or terminate the Agreement for breach.
- f. No Purchase Order Number Required: For clarity, you are obligated to pay all applicable Fees without any requirement for us to provide a purchase order number on our invoice (or otherwise).

13. Term and Termination

We may, in its sole discretion, at any time discontinue providing or limit access to the Services, any areas of the web application or Content provided on or through the web application. You agree that we may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Content. We may terminate or limit your access to or use of the Site if we determine, in its sole discretion, that you have infringed the copyrights of a third party. You agree that we shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Site or any Content, including Content that you may have Shared.

You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

We will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 12.

14. Confidentiality

- a. Obligations : The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise the rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential.
- b. Required Disclosure : Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental

investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, You are responsible for responding to all third party requests concerning its use and your End Users' use of the Services.

- c. All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure.

15. Representations and Warranty

- a. We will provide the Services in a professional manner consistent with general industry standards and practices.
- b. We will always comply with all applicable laws, codes, and regulations of India and the laws and regulations of any state or local jurisdiction in which it acts or which is applicable to the User Data.
- c. We will employ commercially available and reasonable security measures and practices, but do not warrant that access to the Services will be uninterrupted and error free.
- d. We warrant and represent that the Services shall in all material aspects perform substantially in accordance with our description applicable to the version of the web application provided to you hereunder and such other warranties, descriptions, and specifications set forth in the Agreement or included in the documentation. In the event of substantial non-conformity or defect in the web application, we shall use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any such errors or defects to bring the Services into conformance with the stated functionality in a timely manner. If such modifications or fixes cannot be implemented, You shall be entitled to a refund of any prepaid but unused fees for the Services, and shall be relieved of any further payment obligations therefore. We are not responsible for problems caused by changes in, or modifications made to, the Services by you or use of the Services inconsistent with the documentation therefore or the restrictions in this Agreement.
- e. While the Web application does require the disclosure of PII or PHI to perform its function, We warrant that all PII and PHI (as defined under HIPAA) and other personal data of third party individuals, should there be any in any form, is stored within India.

16. Disclaimer

EXCEPT AS OTHERWISE SET FORTH IN SECTION 13 OF THIS AGREEMENT: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" OR "AS DEMAND" WE AND OUR AFFILIATES AND LICENSORS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT REGARDING THE SERVICES OR THE THIRD PARTY CONTENT.

WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTY THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SITE IS USED AT YOUR OWN DISCRETION AND RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

WE RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SERVICE AND CONTENT PROVIDED ON OR THROUGH THE SERVICE AT ANY TIME WITHOUT NOTICE.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WE AND OUR AFFILIATES AND LICENSORS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, OR THE PROVISION OF PROFESSIONAL SERVICES, OR ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES.

IN NO EVENT SHALL OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY.

18. Indemnification

You agree to defend, indemnify and hold harmless us, and each of the respective directors, offices, employee, representatives and agents of our affiliates and licensors, from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, as well as our employees' and contractors' time and materials spent responding to any third party summons or other compulsory legal order or process associated with third party claims, due to or arising out: (a) your or any End Users' use of the Service (b) Violation of this Agreement or violation of applicable law (c) violation or infringement of any third party rights, including intellectual property rights.

19. Changes to this Agreement

We may make changes to this Agreement(including pricing and any Policies) (and any linked documents) from time to time, by posting a revised version on the Services web applications by otherwise notifying you by mail; material changes to this Agreement will become effective 30 days after they are posted except if the changes apply to new functionality in which case they will be effective immediately. We will provide at least 90 days' advance notice for materially adverse changes to any of these Agreements by either: (i) Sending an email to your primary point of contact; (ii) posting a notice to our applicable webpage. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check our web pages regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

20. Miscellaneous

- a. **Client Responsibility:** Client is responsible for administering and granting of rights to its authenticated users or its Permitted Client. Client is also responsible for ensuring that its authenticated users or its Permitted Client comply with these Terms and Conditions with respect to use of our products or related Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to the our products or services hosted at the Hosting Site. We shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software or Service. Client shall ensure that each product or services for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- b. **Notices :** All notices must be in writing and addressed to the other party's legal department and primary point of contact. The email address for notices being sent to us is legal-notices@chainworks.io. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).
- c. **Assignment :** Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- d. **Change of Control :** If a party experiences a change of Control: (a) that party will give written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives written notice.
- e. **Force Majeure :** We will not be liable to You for any delay or failure of Services to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of us and our affiliates and licensors. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, act of terrorism or war, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- f. **No Agency :** This Agreement does not create any agency, partnership or joint venture between the parties.
- g. **No Waiver :** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- h. **Severability :** If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

- i. Independent Contractors; Non-Exclusive Rights : We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- j. Limited Time To Bring Your Claim : You and We agree that any cause of action arising out of or related to use of the Services must commence within one (1) year after the cause of action accrues otherwise, such cause of action is permanently barred.
- k. Disputes : Any dispute or claim relating in any way to your use of the Services, or to any products or services sold or distributed by us or our affiliates will be resolved by binding arbitration by a sole arbitrator appointed by us, rather than in court. The decision and award determined by such arbitration will be final and binding upon the parties. Court review of an arbitration award is limited. The arbitration will be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English, and the seat of the arbitration will be Mumbai. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- l. Governing Law : The laws of India, without reference to These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflicts of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at Mumbai.
- m. Entire Agreement : These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Please refer following Policies related **Hyperlinking, Software as a Service and Blockchain as a Service, Privacy Policy, General Data Policy and Disclaimer.**

All queries regarding the content may be directed to:

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