

# TERMS AND CONDITIONS FOR USE OF VENDX DIRECTORY

By clicking **"I agree"** for the use of VENDX DIRECTORY services ("Services"), you are agreeing to be bound by the following terms and conditions. If you are entering into this agreement on behalf of a Company or any other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" or "customer" or "users" either in capital or small letters shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the Services.

You must read, agree with and accept all the terms and conditions contained in this terms and conditions before you become a User(s).

The Services offered by Mavenvista Technologies Pvt. Ltd. ("Service Provider") under the Terms and Conditions include facilitating the buyers and suppliers to connect with each other and expand their business-related network. The information provided by the buyer and supplier shall/will be shared with other users.

## DEFINITIONS

In this document the following words shall have the following meanings:

1. "User(s)" means any employee(s), supplier(s) or contractor(s) or buyer(s) who have accepted this terms & conditions by clicking on **'I Agree'** for the Terms & Conditions to access & use VENDX DIRECTORY software.
2. "Agreement" means these Terms and Conditions mentioned below;
3. "Customer" means any registered "buyers & seller" or "User" of the VENDEX Directory Software;
4. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
5. "Service Provider" means Services Offered by Mavenvista Technologies Pvt. Ltd having its registered Office At S/1, Norquest House, Ellisbridge, Ahmedabad 380006, India, for use of VENDEX DIRECTORY Software.

For the purpose of convenience the reference to you/yours/ customer/ users made in this agreement refers to any user (all registered buyers & seller) unless specifically mentioned for buyers or sellers.

The reference to our/we / us / VENDX DIRETCORY are made in this agreement refers to MAVENVISTA TECHNOLOGIES PVT LTD.

## I. VENDX DIRECTORY TERMS

SCOPE: VENDX DIRECTORY is an online portal where buyers and suppliers connect with each other to expand their business network. To achieve this purpose the information submitted by buyers & suppliers about their organization will be shared with other users.

For example, if You/User(s) provide a "Business Contact," that person's name, phone and email address will most likely be visible to other companies using VENDX DIRECTORY without directly displaying name of your/User(s) company as the business associate of such business contact.

ELIGIBILITY: The services provided are strictly for expanding the business network of the registered users & selling or illicit sharing of information gathered by the User(s) from VENDX DIRECTORY is strictly prohibited under this Agreement. Any use of VENDX DIRECTORY by User(s) not in accordance with the Terms and Conditions of this Agreement will be treated as violation of this Agreement.

Service Provider reserves sole right and discretion to deny or discontinue any registration.

Service Provider reserves right to update and change the Terms and Conditions from time to time for any update or changes that shall be binding to you.

VENDX DIRECTORY may also allow users to provide ratings on their experience with other user and the same shall be aggregated and displayed to other users without disclosing the name of the entity/ person providing the rating.

VENDX DIRECTORY site administrator will have the sole discretion of removing rating if there is any manipulation or mala fide intent perceived by the site administrator of VENDX DIRECTORY.

VENDX DIRECTORY site may also display name & logo of your organization (buyers & sellers) as registered users of the site.

## II. RESPONSIBILITY OF THE SERVICES PROVIDER AND THE USER:

1. The Service Provider shall use commercially reasonable efforts to make the Services of VENDX DIRECTORY available 24 hours a day, 7 days a week, except for:
  - a. Planned downtime (of which We shall give at least 8 hours notice via EMAIL and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. IST -Indian Standard Time FRIDAY to 3:00 a.m. IST MONDAY).
  - b. Any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or Internet service provider failures or delays.
2. The Service Provider shall provide the Services of VENDX DIRECTORY only in accordance with applicable laws and government regulations.
3. DATA PROTECTION: Without limiting the above, the Service Provider shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. The Service Provider shall not modify User(s)/Your Data and or Access User(s)/Your Data except to provide the Services as stated in the Agreement or to address technical problems, or at your request in connection with customer support matters.

4. The User(s) shall be solely responsible for the accuracy, quality, integrity and legality of Data provided or shared on the VENDX DIRECTORY and of the means by which data was acquired. D
5. The User shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify us/Service Provider promptly of any such unauthorized access or use.
6. The User(s) shall use the Services only in accordance with Applicable laws and government regulations.
7. The User(s) shall not make the Services available to anyone other than authorised User(s) of your company / organization /any legal entity registered on VENDX DIRECTORY.
8. The User shall not sell, resell, rent or lease the Services.
9. The User shall not use the Services to store or transmit infringing, libellous, or otherwise unlawful material, or to store or transmit material in violation of third-party privacy rights.
10. The User shall not use the Services to store or transmit Malicious Code.
11. The User shall not interfere with or disrupt the integrity or performance of the Services or third-party data contained therein.
12. The User shall not attempt to gain unauthorized access to the Services or their related systems or networks
13. The User shall not access the Services if User is/are our direct competitor, except with our prior written consent. In addition, User/you will not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
14. It will be User's/your responsibility in case, if any, of your suppliers or buyers as the case may be raise any claim in respect of any of the functionalities of the platform, your commitment & accuracy of their data or anything else. Under no circumstances, Service Provider/we will be held responsible for any claim in any regards made by your suppliers or buyers using our platform.

### III. PROPRIETARY RIGHTS:

#### (A) Reservation of Rights:

1. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.
2. We reserve sole right to accept or reject a request for registration as a buyer or a supplier on VENDX DIRECTORY
3. We reserve sole right to remove the data of a buyer or a supplier in case it has been found to be fraudulent or created with mala fide intention.

#### (B) Restrictions:

1. The User shall not permit any third party to access the Services except as permitted herein.
2. The User shall not create derivate works based on the Services.
3. The User shall not Copy, frame or mirror any part or content of the Services, other than copying or framing on your own intranets or otherwise for its own internal business purposes.
4. The User shall not perform reverse engineering the Services.
5. The User shall not access the Services in order to :

- i. Build a competitive product or service.
- ii. Copy any features, functions or graphics of the Services.

#### IV. INDEMNIFICATION:

The User(s) agree to defend, indemnify, and hold the Service Provider harmless from any third party claim brought against the Service Provider, under this Agreement.

#### V. SUBSCRIPTION TERMS:

- (A) The Service Provider shall reserve sole right to grant **FREE** usage of our services selectively or otherwise to Users of VENDX DIRECTORY.
- (B) The Service Provider shall reserve sole right to grant **FREE** usage of our services selectively or otherwise to Users of VENDX DIRECTORY.
- (C) In case the Service Provider wish to charge the User(s) for any services offered on VENDX DIRECTORY as FREE services, the Service Provider will provide at least 3 (three) months prior notice to users reflecting clearly the charges intended to be charged for such services.

#### VI. LIMITATION OF LIABILITY:

- (A) Service Provider i.e. Maven Vista shall not be responsible for failure of commitment of suppliers or/and buyers to comply with their agreed terms of business.
- (B) In no event Service Provider's aggregate liability arising out of or related to this agreement, exceed the amount paid by User(s) in context of any services of VENDX DIRECTORY 12 (twelve) months preceding the incident.
- (C) The Service Provider shall not be responsible for any liability arising out of user license violation pertaining to any other application which may or may not have integrated with the VENDX DIRECTORY software offered by MavenVista & used by the User(s).

#### VII. TERMINATION:

- (A) The Service Provider or the User(s) may terminate this Agreement:
  1. Upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.
  2. If the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- (B) Refund or Payment upon Termination: Upon any termination for cause by you/User, Service Provider/We shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, you shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to us for the period prior to the effective date of termination.
- (C) Termination in case of failure to pay the dues: We reserve the right to terminate your services in case if you fail to pay within month of the due date of the agreed amount as defined in order mutually signed and accepted. Interest @ the rate of 24% pa will be charged from the due date

of the subscription fees till the date on which the payment is realized in case if there is any delay beyond a period of one month from the due date of the payment of the subscription. If any payment is delayed beyond a period of 3 (three) months from the due we reserve the right to stop our services of VENDX DIRECTORY Software till the time all due payments are realized by us.

- (D) Obligations of the Service Provider and the User(s) related to indemnity, confidentiality and protection of personal data shall survive any termination of this Agreement.

## VIII. FORCE MAJEURE:

- (A) Neither party shall be liable for any failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strike, war, the act or omission of government and or any telecommunications carrier, operator or administration, the User(s) and the Service Provider shall be entitled to a reasonable extension of its obligations after notifying the other of the nature and extent of such events.

## IX. GENERAL PROVISIONS:

- (A) Export Compliance: Each party shall comply with the export laws and regulations of India and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing:
1. Each party represents that it is not named on any Indian government list of persons or entities prohibited from receiving exports.
  2. You shall not permit Users to access or use Services in violation of any Indian export embargo, prohibition or restriction.
- (B) Relationship of the Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.
- (C) No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement.
- (D) Waiver and Cumulative Remedies: No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- (E) Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- (F) Attorney Fees: You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to collect any fees or charges due under this Agreement following any breach of conditions mentioned in this agreement.
- (G) Entire Agreement: This Agreement, including all exhibits and addenda hereto and all Order Forms, if any, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the User(s) against whom the modification, amendment or waiver is to be asserted. However, to the extent of any

conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of this Agreement shall prevail.

- (H) **Applicable Law:** Save as provided above, the terms and Conditions herein shall be subject to the exclusive jurisdiction of the courts at Ahmedabad, Gujarat, India and the laws of India. Any action relating to this document or the must be brought in the appropriate court in Ahmedabad, Gujarat, India and you/User(s) irrevocably consent to the jurisdiction of the said court