

TERMS AND CONDITIONS

DEFINITIONS:

“We / us / our”, refer to Settlezy ADR Institute Private Limited [CIN: U74999UP2021PTC146899], a company incorporated in India under the provisions of the Companies Act, 2013;

“The platform” refers to the domain adraas.com (owned by us) along with the services hosted thereon.

“You / your / yourself / user” refer to any person or entity accessing the platform, irrespective of whether or not he registers himself on this platform.

“Registered User” A registered user is someone who has registered on Adraas platform with a username and password.

BINDING AGREEMENT

These Terms and Conditions (“Terms” or “Agreement”) constitute an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000, and the rules made thereunder. You are hereby advised to read them carefully. By using this platform, you indicate your understanding and acceptance of these terms. No overt act of acceptance is necessary to prove such acceptance. If you do not agree with the Terms, you may not use the platform.

BINDING AMENDMENTS/ MODIFICATIONS

As we evolve, our terms and conditions, Privacy Policy, etc. will also require amendments and modifications. We will do our best to notify such amendments and modifications. But prior permission or intimation to the user will not be a pre-condition to immediate coming into effect of such amendments. And each time you use the platform, the current (amended/ modified) version of the Terms will govern your use.

APPLICABILITY TO USERS AND REGISTERED USERS

These rules apply to all users and registered users. At time of availing specific services from us, the registered users shall be subject to additional terms applicable to any service that is provided by the platform, and the same shall be deemed to be incorporated into these terms, and shall be treated as part and parcel of the same.

USER ELIGIBILITY

The User represents that it is either a body corporate duly incorporated under the laws of India or a citizen of India with capacity to contract under the laws of India.

DISCLAIMERS BY ADRAAS

1. **Legality of use of platform:** We make best efforts to offer services that are compliant with all applicable laws. Nonetheless we trust that before availing the services of the platform, you have independently verified and satisfied yourself regarding applicability and compliance of any and all other laws, rules and regulations that may be applicable to or in connection with the User's use of the Website, Portal and the services offered herein.
2. **No Legal Advice:** We are not a law firm and our services nor any material provided by Adraas are a substitute for legal advice. A legal practitioner should be consulted for any legal advice or matter. No attorney-client relationship is created by receiving services or use of materials provided by us.
3. **No Agency or Partnership:** No agency, partnership, joint venture, or employment is created as a result of this Agreement or your use of any part of the platform.
4. **Right to terminate:** If Adraas has reason to believe that the user is in breach of general code of conduct, the terms and conditions of use, or of any other laws applicable in the scenario, Adraas may at any time, limit, suspend, cancel or revoke the User's access to Adraas platform.
5. **Services As Is:** The Services by Adraas are provided on as-is basis and there is no express or implied understanding that the Services shall be supplemented in any

manner or other offerings shall be provided by Adraas and the continued availability of the Services is solely at the discretion of Adraas.

PRIVACY POLICY

The Use of this platform is strictly governed by our [Privacy Policy](#).

EXEMPTIONS OF LIABILITY

1. **No Liability for Lost Data:** As per our Privacy policy, ADRAAS keeps all information taken from users confidential and will not disclose your username and password or any other information to anyone. Confidentiality of your account's username and password and for all activities that occur under your account are your responsibility. Adraas shall not be liable for any loss, removal, deletion, or failure of delivery ("Losses") to the intended recipient of any User Content, whether caused by computer virus, unauthorised access, malicious attack or otherwise unless such Losses are solely attributable to Adraas. You are advised to retain a back-up copy of all User Content. If you discover or suspect unauthorized access to your account; or forget your username and / or password; or discover a security flaw on the platform, You shall notify Adraas using "contact us" or escalate options on the portal.
2. **Link to Third Party sites:** Third party content may appear on the platform or may be accessible via links. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity or profanity in the statements, opinions, representations or any other form of information contained in any third-party content appearing on the platform. You understand that the information and opinions in the third-party content is neither endorsed by nor does it reflect our belief.
3. **Typographical errors:** The information, materials, Services available on the platform may inadvertently include inaccuracies, typographical errors, or outdated information. We are not responsible for and shall not be bound to honor typographical or pricing errors on the platform.

4. Miscellaneous: We do not guarantee the accuracy, completeness, justness, fairness, neutrality, validity or usefulness of the Services, any award made by any neutral, any other service or content provided on the platform.

CODE OF CONDUCT

1. The user will not use or attempt to use the platform by any automated means, or take any action that, causes or has a potential to cause an unreasonable or disproportionate load on the servers or network infrastructure of the platform.
2. The user will not restrict access to the Services or data contained in the Website or the Portal, or use any software, technology, or device to scrape, spider, or crawl the Website, the Portal, or the systems of the platform or harvest or manipulate data of the platform or any users of the Platform.
3. The user shall not provide false, fabricated, misleading, or inaccurate information during account registration or later.
4. The User will refrain from using services provided by The platform for any illegal purposes.
5. The user will not engage in communication or post anything on the Platform that is abusive, offensive, threatening, obscene, defamatory, casteist, sexist, pornographic, inciting violence, or otherwise victimises or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, caste, ethnicity, age, or disability, other than to the extent that such material constitutes an essential and indispensable part of the claims, pleadings or counter-claims of the User submitted in relation to a Dispute.
6. The user will not interfere or attempt to interfere with the functioning of The platform or its Services by using or accessing the platform or the Services through unauthorized means.
7. The user will not publish or post any malicious content intended to damage or disrupt another user's browser or computer.
8. The user will not print, download, display, modify, translate, archive, enhance, adapt, enhance, disassemble, decompile, reverse engineer, exploit commercially or otherwise, create derivative works from, make copies or create archives of the platform, or any content thereon for any purpose, except as explicitly permitted by. This clause will not be applicable to any action taken by a User with our prior consent.

9. The User will not use or facilitate the use of or attempt to use the platform or the services provided by it or to the benefit of any unauthorized third parties.
10. The user will abstain from committing any abuse, or harm or stalk, threaten, impersonate, harass, deceive, any other person or entity through the use of the platform or Services.
11. The user will not hack or attempt to hack or gain unauthorized access to the platform or do anything that will compromise the integrity thereof.
12. The user will not commit any breach or attempt to commit any breach of security network, software, services, data, computers or other hardware of the platform or that of any third party that is hosting or interfacing with any part of the platform.
13. The user shall not violate any law at any time including local, state, national or international law or regulation.

USER UNDERTAKINGS

1. The user undertakes that he is familiar with the use of necessary technology and is equipped with all the necessary technological infrastructure, resources, capabilities, connectivity and understanding to participate in the arbitration process in a fair and just manner.
2. The user undertakes that he will not hold the platform or its officers responsible for any errors, crashes or malfunctioning or other related events that might occur and which are solely attributable to the user's use of the platform.
3. The User undertakes that his use of the platform or Software is limited for the purposes of availing services provided by it and he has no right, interest, claim over the platform, website, any software or over any intellectual property of the platform.

COMMUNICATION

By providing your Personal Information to us, you agree that we may send you informational / promotional text (SMS) messages and email notifications. You will be able to opt-out of receiving such messages or e-mail notifications.

FORCE MAJEURE

The user or the platform shall not be liable to each other, if there is non-performance or delay in performance of any of the obligations, due to circumstances beyond the reasonable control of such party, including but not limited to Government legislations, fires, floods, acts of God, riots, strikes, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

DISPUTE RESOLUTION

1. In case any dispute, difference, controversy or claim arises out of or in connection with the use of Adraas platform, the parties will first attempt to settle such dispute amicably by way of negotiations, mediation and/or arbitration.
2. This Agreement shall be governed by and construed in accordance with law prevalent in India.
3. Any dispute arising under these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the courts at Delhi, India, unless specifically agreed otherwise between parties.