

## User Agreement

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Please carefully go through the following terms & conditions (“T&C”) before you decide to access and use our Site & Jupitice Services. This is a User Agreement (this “**Agreement**”) between you (“**You**” or “**User**”) & Jupitice Justice Technologies Private Limited, (“Jupitice”, “we” or “us”). The User must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User and to enjoy the services provided by our website. By clicking the “AGREE” button when you create your account or subscribe to the Jupitice Platform or file your disputes or when you otherwise access or use the Site and/or Site Services, such action constitutes your confirmation & agreement with these T&C. If you are accessing & using the Site & Site Services, these terms are binding on you personally. If you are accessing & using the Site & Site Services in your capacity as the representative of a body corporate, you represent, warrant & confirm that you are duly authorized and have the authority to bind that body corporate.

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time; Terms of Use, Jupitice Platform License Agreement, Jupitice Platform License Subscription Agreement, Additional Service Contract Terms, ODR Services Agreement, Fee Agreement, Cookie Policy, Privacy Policy, Mark Use Guidelines; Fixed Price & Tiered Price Service Contract, Escrow Instruction, Hourly Agreement with Escrow Instructions, IP Rights infringement reporting procedure and, all these agreements are collectively, including this Agreement, called the “Terms of Service”.

You understand that by using the Jupitice site or site services after the effective date, your consent is bound by the terms of service. If you do not agree to the terms of service in its entirety, you must not access or use the Jupitice site services after the effective date.

The Agreement is published in compliance with, and is governed by the provisions of Indian law, including but not limited to:

i) the Indian Contract Act, 1872,

ii) the (Indian) Information Technology Act, 2000, and

iii) the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules").

## Interpretation Clause

**"Jupitice"** means Jupitice Justice Technologies Private Limited which owns, operates & manages the Site, Jupitice site services.

**"Site"** means Platform including collectively our Website located at [www.jupitice.com](http://www.jupitice.com), Applications, Mobile Websites, and Mobile Applications owned & operated by us.

**"Jupitice Site Services"** means, collectively all Services, Software, Products, Applications, Tools, Services, Jupitice Platform etc. that include but are not limited to various types of Digital Courts & Digital Court Rooms, Complaint Redressal System, ADR Services, ODR Services, etc. that are accessible through the Site i.e. including the Public Jupitice site services and all Jupitice Mobile Applications.

**"Jupitice Platform"** means a system for generating, sending, receiving, storing, exchanging or otherwise processing data, information and communication and is software that integrates several applications & tools seamlessly that includes Applications, Products, Solutions, Processes, Knowledge, Data and Technology and is a foundational Digital Infrastructure combined with various Services & Solutions where various entities can interact, allowing for a resolution and which can enhance access, amplify the capacity & enable the efficiency of the dispute resolution system.

**"Foundational Digital Infrastructure"** means digital infrastructure which is a shared underlined technological framework that provides the contexts – independent components (such as knowledge, process, technology, connection & data) to develop solutions/ services needed for the users.

**"Jupitice Mobile Applications"** means all Mobile Applications published by Jupitice for access to or use of site and site services.

**"Client"** means any authorized User utilizing the site to seek or obtain site services.

**"Disputant"** means Claimant & Respondent.

**"ADR Practitioner"** means any authorized User utilizing the Site to create their webpage (online global ADR office) to provide ADR Practitioner services to Clients. They are independent Arbitrators, Mediators, Conciliators, Assisted Negotiators, Attorneys & Domain Experts, not forming part of the

Jupitice Boutique Global Panel. An ADR Practitioner is a customer of Jupitice with respect to use of the site and site services

**“ADR Practitioner Services”** means any site services, provided by ADR Practitioner

**“Jupitice Boutique Global Panel”** means a panel that is comprised of independent ADR Practitioners specially selected by Jupitice to provide Jupitice ADR services.

**“Escrow Account”** means a dedicated bank account set up by Jupitice separate from its operating bank accounts to hold and disburse fees for and on behalf of Client and ADR Practitioner Escrow Account as per escrow instructions.

**“Escrow Instructions”** means the Escrow Instructions pertaining to Fixed-Price, Hourly Price & Tiered Pricing Escrow Instructions or the Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions.

**“Service Contract”** means, as applicable, the contractual provisions between a Client and an ADR Practitioner governing the ADR Practitioner Services for a Case.

**“Jupitice Service Contract”** means, as applicable, the contractual provisions between a Client and Jupitice governing the Jupitice Services for a Case.

**“Substantial Change”** means a change to the terms forming part of the "Terms of Service" that goes contrary to your rights or increases your responsibilities.

**“Work Product”** means any tangible or intangible results or deliverables that ADR Practitioners and/or Jupitice agree to create for, or actually deliver to, Client.

**“ADR Practitioner’s Fee”** means the fee under Hourly price rate or a Fixed contract price or Tiered pricing agreed between the Disputing Parties and ADR Practitioners as contained in the Service Contracts entered by them and includes any further modifications, amendments etc.

**“Jupitice Fee”** means the fee under the Hourly price rate or a Fixed contract price or Tiered pricing agreed between the Jupitice Client and Jupitice.

**“Fixed-Price Contract”** means a Service Contract for which Client or Jupitice Client is charged a fixed fee, prior to the commencement of a Service for the completion of all Jupitice site services contracted by Client or Jupitice Client for such Service Contract.

**“Hourly Contract”** means a Service Contract for which Client/ Jupitice Client is charged based on the hourly rate charged by ADR Practitioner/ Jupitice.

**“Tiered Pricing”** means a Model where a Fixed Fee is charged according to the tier you belong to. The tier is based on the Claim Value.

**“Payment Method”** means a valid credit card issued by a bank acceptable to Jupitice, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as Jupitice may accept from time to time in our sole discretion.

**“Case”** means an engagement for Dispute Resolution services that an ADR Practitioner or Jupitice provide to a Disputing Party.

**“User Content”** means in this context any type of comments, remarks, data/information, feedback, content, text/message, photographs, images, video, music, or other content or information that you or any Site Visitor or User post to any part of the Site or provide to Jupitice, including such content or information that is posted as a result of questions.

**“Intellectual Property Rights”** means all patent, copyright, mask work, moral related rights, rights of publicity, trademark and service mark related rights, goodwill, trade secret related rights and other intellectual property related rights as may now exist or hereafter comes into existence, and all applications therefore and registrations, renewals and extensions thereof, in each case, under the laws of any state, country, territory or other jurisdiction.

**“Confidential Information”** means any material or information provided to, or created by, a User to evaluate a Case or the suitability of another User for the Case, regardless of whether the information can be in any form like information can be tangible, electronic, verbal, graphic, visual, or other forms. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of ADR Professional or “Disputing Parties ; (b) was lawfully received by User without restriction from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality, or (d) was independently developed by User not requiring the use of another person’s Confidential Data.

**“Personal information” and “sensitive personal data or information”** are defined under (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011.

## **1. Account Registration**

### **1.1 Registration and Acceptance**

By registering for an account to use the Site or Site Services (an “Account”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Jupitice reserves the right to decline a registration to join Jupitice or to add an Account of any type (i.e., as a Client or ADR Practitioner), for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

If you create an Account as an employee on behalf of an individual or organization or other entity, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the organization. Your privacy is important to Jupitice and your information will be handled in accordance with our Privacy Policy, which is part of the Terms of Service, and applicable law.

## 1.2 Account Eligibility

Jupitice offers the Site and Site Services for the resolution of disputes whether for business and/ or for personal purposes. To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are an individual, b) is an employee of and authorized to act for and bind an independent organization or any entity; (c) will use the Site and Site Services for business & personal purposes only; (d) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of ADR Practitioner Services; and (e) is either a legal entity or an individual who is 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts (f) will comply the following conditions being ADR Practitioner

**A person with a minimum Bachelor's degree in any field with the following qualifications shall be eligible: -**

- a. Should not have been under disability affecting the discharge of duty by virtue of statutory provision or by reason of public policy or dismissal or removal from service as a result of any disciplinary proceeding or offence involving moral turpitude.
- b. Should not have been convicted or facing criminal prosecution.
- c. Should not be more than 80 years of age.
- d. Should preferably have experience of conducting or should have been associated with at least one ad hoc or institutional ADR.
- e. Should be physically and mentally fit to act as ADR Practitioner.

## 1.3 Users Profile

To register for an Account to join Jupitice, you must complete a User profile i.e. you must fill up all the credentials ("**Profile**"), which you consent to be shown to other Users and to the Public. You consent to wilfully provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information and to maintain its reliability, accuracy, and extensiveness. You accept not to provide any misleading information about your identity or location, business, skills, or the Jupitice site services and to be precise any such information that is or becomes false or misleading.

## 1.4 Account Registration Types

As described in this Section, there are a number of different Account/Login types. We reserve the right to revoke the privileges of the Account or access to or use of the Jupitice site or site services in our sole discretion, without warning, if false or misleading information has been provided in creating, marketing, or maintaining your Login Profile or Account.

**1.4.1 Neutral:** You can register for an Account or add an Account type to use the Site, or site services and/ or as a Neutral (a "**Neutral Account**").

**1.4.2 Attorney:** You can register for an Account or add an Account type to use the Site, or site services as an Attorney ("**Attorney Account**").

**1.4.3 Disputant:** You can register for an Account or add an Account type to use the Site, or site services as a Disputant (a “**Disputant Account**”). Each User under a Disputant Account can be given different permissions to act as a Disputant.

**1.4.4 Other:** You can register for an Account or add an Account type to use the Site, or site services and/ or as other (“**Other Account**”). Each User under Other Account can be given different permissions to act as per the following list of **professionals**:

**1.4.4.1 Expert**

**1.4.4.2 Witness**

**1.4.4.3 Case manager**

**1.4.4.4 Paralegal**

**1.4.4.5 Representative of parties other than Attorney**

**1.4.4.6 Interpreters**

**1.4.4.7 Transcribers**

**1.4.4.8 Tribunal Secretary**

**1.4.4.9 Clerk**

**1.4.4.10 Etc.**

## **1.5 Account Permissions**

You agree to not request or allow another person (who has been authorized by you) to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or representative may create an Account on your behalf . By granting permissions to Users under your Account, you represent and warrant that: (a) the User is authorized to act on your behalf; and (b) you are fully responsible as well as liable for the User’s acts and omissions, comprising of obligations and liabilities relating to making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Jupitice site services. Upon closure of an Account, Jupitice may close any or all related Accounts.

## **1.6 Identity and Location Verification**

When you register yourself as a User for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirms your identity, your location, and your ability to act on behalf of your business on Jupitice. You authorize Jupitice, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm the ownership of your email address or financial accounts, subject to applicable law. When requested, you must expediently provide us with complete information about your self and your business, which includes, but is not limited to, providing official government or legal

documents. During the verification process, some account features may be temporarily limited. When verification will be successfully completed, account features will be restored.

## **1.7 Usernames and Passwords**

Each person who uses the Site must register for their own Account. When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password. You agree not to share your username or password with any person. You authorize Jupitice to assume that any person using the Site with your username and password, either is yourself or is someone authorized to act on your behalf. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service.

## **2. Jupitice Services**

2.1 Jupitice owns, operates, manages & administers the website, Jupitice Platform, and any other Digital, Online or Mobile interfaces (current & future) for the resolution of disputes through which disputes may be processed and settled between the Disputants by negotiation, mediation, conciliation & arbitration heard before Arbitrator, Conciliator, Mediator as the case may be in accordance with Jupitice Online Administered Arbitration Rules, UNCITRAL Arbitration Rules & Non-Jupitice Arbitration Rules.

2.2 The Site is a Marketplace where clients & ADR Practitioners can connect with each other to buy & sell Dispute Resolution Services Online. Subject to the Terms of Service, Jupitice provides the Site Services to Users, including hosting and maintaining the Site, facilitating evaluation, negotiation & the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts, or Escrow Services or Online Payment Support, creation & maintenance of webpage (Online ADR Office) for ADR Practitioners under the free plan, use of Communication & Invoice & Payment Tools by ADR Practitioners for their Online ADR Office as permitted by Jupitice under free plan etc. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract (here-in after referred to as "Market Place Services").

2.2.1 Jupitice makes the Site and Site Services available to enable ADR Practitioners and Clients to find and transact directly with each other. Jupitice does not introduce ADR Practitioners to Clients, select Cases for ADR Practitioners, or select ADR Practitioners for Clients. Through the Site and Site Services, ADR Practitioners may get notification from the Clients that may be seeking the Site Services they offer, and Clients may be notified of ADR Practitioners that may offer the Site Services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Case, Client or ADR Practitioner on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users i.e. Client and ADR Practitioners and Jupitice is not a party to that Service Contract between Client and ADR Practitioners.

2.2.2 You acknowledge, consent, and understand that Jupitice is not a party to the relationship or any dealings between Client and ADR Practitioner. Without limitation, Users are only responsible for: (a) ensuring the authenticity and legality of any User Content; (b) determining the reliability of other Users for the purpose of the Service Contract, (c) negotiating, consenting to, and executing any terms or conditions of Service Contracts; (d) performing ADR Practitioner Site Services; and/or (e) paying for

ADR Practitioner Services. You further acknowledge, consent, and understand that you are only responsible for assessing whether to execute a Service Contract with another User and for the purpose of verifying any information about another User. Jupitice does not make any representations about or guarantee the truth or accuracy of any ADR Practitioner's or Client's listings or other User Content on the Site; does not verify any feedback or information provided by Users about ADR Practitioners or Clients, and does not perform background checks on or guarantee the work of ADR Practitioners or Clients. You acknowledge, agree, and understand that Jupitice does not, in any way, supervise, direct, control, or evaluate ADR Practitioners or their work and are not responsible for any Case, Case terms or Work Product. Jupitice makes no representations about and does not guarantee, and you agree not to hold Jupitice responsible for, the quality, safety, or legality of ADR Practitioner Site Services; the qualifications, background, or identities of Users; the ability of ADR Practitioners to deliver ADR Practitioner Services; the ability of Clients to pay for ADR Site Services; User Content and statements or posts made by Users; or the ability or willingness of a Client or ADR Practitioners to complete a transaction. While Jupitice may provide certain badges on ADR Practitioners or Client profiles, such badges are not a guarantee or warranty of quality or ability or willingness of the badged ADR Practitioners or Client to complete a Service Contract and is not a guarantee of any kind, including, the quality of ADR Site Services or Client Project.

**2.2.3** You also acknowledge, consent, and understand that ADR Practitioners are solely responsible for determining, and have the only right to determine, which Cases to accept; the time, manner, and means of providing any ADR Site Services; the type of Site Services they provide; and the price they charge for their Site Services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee of Jupitice, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Jupitice will not have any liability or obligations, including under or related to Service Contracts and/or ADR Site Services for any acts or omissions by you or other Users; (iii) Jupitice does not, in any way, supervise, direct, or control any ADR Practitioners or ADR Site Services; does not impose quality standards or a deadline for completion of any ADR Site Services; and does not dictate the performance, methods or process ADR Practitioners uses to perform Site Services; (iv) ADR Practitioners is free to determine when and if to perform ADR Site Services, including the days worked and time periods of work, and Jupitice does not set or have any control over ADR Practitioner's pricing, work hours, work schedules, or work location, nor is Jupitice involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to ADR Practitioners for a Case, (v) ADR Practitioner will be paid at such times and amounts as agreed with a Client in a given Service Contract, and Jupitice does not, in any way, provide or guarantee ADR Practitioners a regular salary or any minimum, regular payment; (vi) Jupitice does not provide ADR Practitioners with training or any equipment, labour, tools, or materials related to any Service Contract; (vii) Jupitice does not provide the premises at which ADR Practitioners will perform the work; (viii) unless otherwise agreed with their Client, ADR Practitioners may use subcontractors or employees to perform ADR Site Services by delegating work on fixed-price contracts or by agreeing with their Clients to have hourly contracts for ADR Practitioner's subcontractor(s) or employee(s); and (ix) Jupitice does not provide shipping Site Services for any physical Work Product. If an ADR Practitioner uses subcontractors or employees, ADR Practitioners further agree and acknowledge that this Section applies to the Jupitice relationship, if any, with ADR Practitioner's subcontractors and employees as well and ADR Practitioner is solely responsible for ADR Practitioner's subcontractors and employees.

**2.2.4** Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any Site Services through the other channels they choose, provided, if applicable, Users comply with the Opt-Out provisions described in Section 11.2. If Users deem fit, they are free at all times to be a part of such other business activities and Site Services and are encouraged to do so.



### 2.2.5 Taxes & Benefits

ADR Practitioner acknowledges and consents that ADR Practitioner is solely responsible (a) for all liabilities associated with tax payments received from ADR Practitioner's Clients and through Jupitice, and that Jupitice will not withhold any taxes from payments to ADR Practitioners; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that ADR Practitioner is not covered by or eligible for any insurance from Jupitice; (c) for determining whether ADR Practitioner is required by applicable law to issue any particular invoices for the ADR Practitioners Fees and for issuing any invoices so required; (d) for determining whether ADR Practitioner is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the ADR Practitioner's Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (e) if outside of the India, for determining if Jupitice is required by applicable law to withhold any amount of the ADR Practitioner's Fees and for notifying Jupitice of any such requirement and indemnifying Jupitice for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Jupitice, ADR Practitioners agrees to promptly cooperate with Jupitice and provide copies of ADR Practitioner's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing ADR Practitioner is engaging in an independent business as represented to Jupitice.

**2.3** Jupitice also provides various types of Jupitice Site Services to its clients relating to dispute resolution whether business or personal under ADR Mechanism including by using its proprietary Platform, Software, Application etc which are accessible through the site. Such Site Services include **Dispute Resolution Platform as a Service, Private Digital Court as a Service, ADR Services, ODR Services, Value Added Services etc.** as independent Contractor/ Service Provider to the clients. Jupitice & Clients have Buyer & Seller.

**2.3.1** Such Services are subject to additional terms & conditions governing their provisions which form part of the User Agreement.

**2.3.2** In the case of ADR Services, Jupitice may engage an independent ADR Practitioner out of its "Boutique Global Neutrals Panel" to provide its ADR Service. In such a situation, the clients shall not have Buyer & Seller relationship with such Neutral engaged by Jupitice to provide ADR Services.

**2.3.3** In the case of Value-Added Services, Jupitice may engage the required independent service provider from its Panel created for such services. In such a situation, the Client shall not have Buyer & Seller relationship with such Service provider engaged by Jupitice.

## 3. Jupitice Site & Site Service

**3.1** The Jupitice Site Services together with any and all Content (as further defined below) created for, contained in and/or otherwise provided or made available as part of our Site & Site Services and/ (including but not limited to all versions, medium, forms and formats thereof, and all improvements, modifications, amendments, adaptations, new and/or derivative works created there from and thereto) is our property which is owned by us, or is authorized by us from our relevant authorizers. All the aforesaid works are owned by us and/or our authorizers (as the case may be) and are protected by intellectual property rights (including but not limited to the copyright, trademark, patent, design, rights in computer software and databases) and/or any other intellectual property rights, proprietary rights, and equivalent or similar rights anywhere in the world.

**3.2** For the purpose of these T&Cs, “Content” means any and all information, data, text, software, computer programs (including source codes, object codes and HTML codes), music, sound, photographs, graphics, still pictures, trademarks, service marks, trade dress, get-up, marks, signs, logos, icons, button icons, clips, database, tables and data compilations, templates, forms, directories, links, video, audio-visual contents, moving pictures (whether animated or not), animations, graphical user interface, merchandise, business materials, advertisements, messages and/or any other materials (or any compilations or combinations of them) that may be developed for, or incorporated or contained in the Jupitice Site by Jupitice (and/or its licensors) or that may otherwise be created, published, displayed on or made available by Jupitice to Users on or through the Jupitice site or site services

**3.3** Subject to the provisions of these T&C, Jupitice grants Users a limited, non- exclusive and revocable license to access and use the Jupitice site or site services only for the purpose of browsing the relevant services and for online dispute resolution with the relevant claimant or respondent parties involved in your dispute under the Private Justice System. Save for such limited permissible use under license, you have no rights in or to the Jupitice site or site services and/or the Content (or any part thereof), and you will not use the Jupitice site or site services and/or the Content (or any part thereof) in any way or manner for any other purposes. Nothing in these T&C shall be construed or operate to grant any rights of ownership or other proprietary rights or interest in or to the Jupitice site or site services or Content (or any part thereof) to any User.

**3.4** Unless you have obtained our prior expressed written permission, you must not copy, reproduce, issue or make available copies, alter, adopt, extract, mirror, reverse engineer, decompile, disassemble, modify, publish, Jupitice site or site services together with any and all Content (as further defined below) created for, contained in and/or otherwise provided or made available as part of our Site & Site Services and/or the Jupitice Services (including but not limited to all versions, medium, forms and formats thereof, and all improvements, modifications, amendments, adaptations, new and/or derivative works created there from and thereto) is the property that is owned by us, or is authorized by us from our relevant authorizers. All the aforesaid works are owned by us and/or our authorizers (as the case may be) and are protected by intellectual property rights (including but not limited to the copyright, trademark, patent, design, rights in computer software and databases) and/or any other intellectual property

**3.5** For any materials or documents downloaded on or through the Jupitice site or site services to you (“Downloaded Materials”), if any, you hereby consent and accept that you will only use those Downloaded Materials for the permitted licensed purposes set out in Section 3.3 above, or otherwise for the purposes of facilitating your rights protection and/or enforcement in relation to your disputes with the relevant claimant or respondent parties involved in the Private Justice System.

**3.6** Your mobile network operator may charge you the relevant local, international and/or data roaming fees, costs and charges (as applicable) for accessing and/or using the Jupitice site or site services and these charges may vary accordingly. You are only responsible for arranging the relevant data plan for your device and for all of these data fees, costs and charges with your mobile network operator.

**3.7** We recognize and understand that Users are concerned about their privacy and how their personal data are being handled and processed. We pledge to comply with the applicable requirements of applicable data protection laws. Before providing your personal data to us (whether on or through the Jupitice site or site services or otherwise), please refer to Jupitice PICS for further details about our personal data privacy policy and practices in relation to the collection, use, transfer, processing and handling of personal data on or through the Jupitice site or site services.

## **4. User Covenants.**

**4.1** You are fully responsible for your access and use of the Jupitice site or site services, your conduct and activities on the Jupitice site or site services and all your User-Generated Contents (as further defined below) whether publicly posted or privately transmitted by you (or on your behalf) on the Jupitice site or site services

You shall comply with all applicable laws, statutes, ordinances and regulations in your use of the Site & Site Services.

**4.3** You understand that not solely Jupitice is responsible for any information submitted about a case ("Case Information") through the use of any of the Site Services. Jupitice does not control the Case Information posted on the Site or transmitted through the use of any of the Site Services and, as such, does not guarantee the accuracy, reliability or quality of such Case Information. Jupitice has no obligation to pre-screen Case Information that is displayed on the Site or transmitted through the use of any of the Online Services. In general, Jupitice will not be liable in any way for any Case Information, unless otherwise indicated in these or any other Jupitice Terms of Service, including, but not restricted to, any kind of errors or omissions in any Case Information, or any loss or damage of any kind acquired as a result of use or loss of use of any Case Information posted, emailed, transmitted or otherwise made available on the Site or through the Online Services. You agree that Jupitice may, in its sole discretion, refuse to post, store or transmit any Case Information submitted by you and may move, remove, edit or modify any such kind of Case Information for any particular reason at any time. Additional Terms of Service are applicable to the use of Jupitice Access as indicated therein.

**4.4** As a condition of your access and use of the Jupitice site or site services agree that you will not access and use the Jupitice site or site services for any purpose which is illegal or forbidden under any applicable laws or these T&C. Without limiting the generalization of the foregoing, you agree not to:

**4.4.1** Access or use the Jupitice site or site services (or any parts thereof) for any unauthorized purposes; or trespass, hack, break into, access, use, or attempt to trespass, hack, break into, access or use any restricted parts of the Jupitice site or site services, and/or the computer systems, servers, networks and/or any data areas hosting or operating the Jupitice site or site services for which you have not been authorized by us;

**4.4.2** Upload, submit, post, disseminate, reproduce, share, transfer, publish, distribute or otherwise transmit in any way, medium, form or manner whatsoever, any unlawful, fraudulent, misleading, libellous, defamatory, indecent, obscene, pornographic, profane, intimidating, offensive, vicious, prejudicial, abusive, infringing or otherwise objectionable or unreasonable User-Generated Contents of any type, nature, including without limitation any transmissions constituting, or encouraging conduct that may constitute or give rise to, any criminal and/or civil liability, or otherwise may go in contravention with any applicable laws, or infringe our rights and/or any rights of our authorizers and/or any other third party (including but not restricted to any intellectual property rights, proprietary rights, or confidentiality obligations);

**4.4.3** Post, disseminate, publish, distribute or transmit any information or contents that may relate to or otherwise contain any advertisement, solicitation, chain letter, pyramid ODR Mechanism, investment ODR Mechanism or opportunity, or other uninvited electronic commercial communications, or otherwise get involved in spamming or flooding;

**4.4.4** Post, publish, transmit, reproduce, copy, extract, use, distribute, exploit, translate, or otherwise deal in or with any Content (or any parts thereof) obtained through the Jupitice site or site services in any way for any unauthorized purposes;

**4.4.5** Upload, download, post, publish, transmit, reproduce, copy, extract, adapt, modify, exploit, translate, distribute or otherwise deal in or with in any way, any works or component of the Jupitice site or site services itself or any Content (or any parts thereof) obtained or otherwise available through the Jupitice site or site services which is protected by any intellectual property rights or any other proprietary right, or create a new or derivative works there from, not having the prior written authorization from us and/or the relevant third party rights owners of those works;

**4.4.6** Transmit, post, disseminate or upload any User-Generated Content the Jupitice site or site services that contain viruses, Trojan horses, worms, time bombs, cancel bots, malware, spyware, or any other malicious, harmful or deleterious elements or programs designed or worked to interrupt, disrupt, destroy or limit the operation and/or functionality of the Jupitice site or site services (or any parts thereof), or any computer programs, applications, software, hardware, telecommunication equipment and/or any computing devices, systems, networks, servers or infrastructure through the Jupitice site or site services ;

**4.4.7** Post, publish, transmit, distribute, post or upload to the Jupitice site or site services any documents, materials or works in any of your User- Generated Contents that may be protected by intellectual property-related laws, rights to privacy, rights to publicity, other proprietary related rights and/or any other type of rights protected under any applicable laws, unless you are the particular owner or have control of the rights thereto, or have otherwise received all relevant consent, authorization, approval or license for your dealings with those documents, materials or works;

**4.4.8** Interfere with or disrupt networks connected to the Jupitice site or site services or violate the regulations, policies or procedures of such networks;

**4.4.9** Attempt to gain unauthorized access to the Jupitice site or site services, computer systems or networks connected to the Jupitice site or site services, through password mining or any other means;

**4.4.10** Disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other Users of the Jupitice site or site services are able to type or interact, or otherwise act in a manner that negatively affects other Users’ ability to access and/or use the Jupitice site or site services or the normal operation of the Jupitice site or site services;

**4.4.11** “Stalk” or otherwise harass any other person (including but not limited to any other Users), whether online or offline; or

**4.4.12** Collect, provide, use, upload, transmit or store on the Jupitice site or site services any personal data of any other person (including but not limited to any other Users) without obtaining their prior permission or consent, unless and until your dealings of such data are excused under any applicable laws (if any).

**4.5** We reserve the rights from time to time, without notice, to monitor, observe and record your access to and use of the Jupitice site or site services to investigate and determine if you are obeying these T&C and/or for the purposes of the protection and/or enforcement of our relevant rights and interests in the event where it may be contrary to any Users of T&C and any solicitation laws, as the case may be.

## 5. User-Generated Contents

**5.1** For the purpose of these T&C, “**User-Generated Contents**” means any and all information, documents, data, files, messages, posts, texts, photographs, videos and/or any other works or materials (in any format, mode, media or medium) that Users may provide, make available, upload, transmit, send, post, publish, disseminate, submit to, or share with Jupitice on or through the Jupitice site or otherwise in relation to Jupitice provision of the Site Services.

**5.2** We do not monitor, preview, edit, screen or vet any User-Generated Contents that may be submitted, provided, posted, published, disseminated, uploaded, shared, transmitted or otherwise sent by (or derogating it to) any Login Users to, on or through the Jupitice site or site services. Users shall remain fully liable and responsible for their acts, omissions, conduct, interactions, activities, access and use of the Jupitice site or site services, including but not limited to any and all of their Login User-Generated Contents and the reliability, lawfulness, integrity and/or quality of such contents. We are not responsible for, and shall not empower, warrant or otherwise guarantee any information contained in any such User-Generated Content and the precision, legality, integrity and quality of any such User-Generated Content.

**5.3** Should any rights owners intend to file any complaints concerning any illegal, infringing or inappropriate User-Generated Contents displayed on the Jupitice site or site services, please contact us by post (marked “Attention i.e. in a way of warning: The Jupitice site or site services– Complaint on User-Generated Contents”), with the relevant documentations for rights asserted and credentials of the complaint by email to [complaint@Jupitice.com](mailto:complaint@Jupitice.com).

**5.4** We reserve the right to remove, without warning or prior notice, any User-Generated Contents from the Jupitice site or site services at our sole and absolute discretion.

Under no circumstances will we be liable or responsible in any way whatsoever for any User-Generated Contents, including but not limited to any errors or omissions in any User-Generated Contents, or for any kind of loss, damage, cost or expense of any kind that might be suffered or incurred by any Login Users as a result of their communications with, reliance or use of any User-Generated Contents on, through or from the Jupitice site or site services.

## 6. Third-Party Links

**6.1** The Jupitice site or site services include links to other sites, pages or contents from third parties on the Internet (“**Linked Sites**”), which are as long as operated and managed by their corresponding third-party service operators/providers and are not maintained or controlled by Jupitice. Jupitice is not responsible or liable for the information, links and contents of any Linked Site, or any information, products or Site Services that those third-party service operators may offer on or through any Linked Sites. The linked sites are provided by us to the users for their general information, reference and sake of convenience only. The provisions of any information or listing of Linked Sites the Jupitice site or site services do **not** in any way constitute our association, affiliation, advice, recommendation, suggestion and/or approval of any Linked Sites and/or their operator/service providers, and we do not endorse any Linked Sites or its/their information, contents or any products or Site Services offered on or through any Linked Sites.

**6.2** When you activate any such links to the Linked Sites, you leave the Jupitice site or site services and access any such Linked Sites at your own risk. You are responsible for your own activities on any Linked Sites, for relying on or using any kind of information provided on any Linked Sites, and for using or purchasing any contents, products or Site Services that may be offered on or via any Linked Sites. Any

transactions or disputes in reference to any Linked Sites shall be dealt with between Login User and the relevant third-party service operators or providers of those Linked Sites, and shall be completely at your own risk and discretion.

**6.3** You accept that Jupitice shall not be responsible or liable, in any means, for any mutilation or loss caused or alleged to be caused by or in connection with the access and/or use of any Linked Sites, the use of or reliance on any such content, information, materials, goods or Site Services available on or by any Linked Sites, and/or any transactions and/or disputes with those third-party service operators/providers in relation to any Linked Sites.

## **7. Users Feedback Content**

**7.1** You own your content, but you allow us certain rights to it so that we can display and share the content you post. We have the right to remove the content if there is a need to do so.

**7.2** You hereby acknowledge and agree that you may create content, written or otherwise, while using the Service (“User-Generated Content”) and/ or request Jupitice to publish on their behalf information on the Site about the User, such as feedback, composite response, physical location, or verification of identity and qualifications, case information etc. However, such information is based solely on unverified data that ADR Practitioners and Clients voluntarily submit to Jupitice and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Jupitice; Jupitice provides such information solely for the convenience of Users.

**7.3** You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request Jupitice to post composite or compiled feedback about Users, including yourself, on the Site. You acknowledge and agree that feedback results for you, including your Case Success Score, wherever referenced, and other User Content highlighted by Jupitice on the Site or otherwise (“Composite Information”), if any, may include User’s observations, rankings, signs of User satisfaction, and other feedback left completely by other Users. You further acknowledge and agree that Jupitice will make Composite Information available to other Users, including composite or compiled feedback. Jupitice provides its feedback system as a means through which Users can share their opinions of other Users publicly, and Jupitice does not monitor, influence, contribute to or censor these opinions. You acknowledge and agree that the composite which is posted or compiled for the feedback and any other Composite Information relates only to the business advertised in the Profile and not to any person. You agree not to use the Combined Information for making any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

**7.4** Jupitice does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are responsible for your User Content, including the exactitude of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content. Jupitice is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Jupitice reserves the right (but is under no obligation) to modify or remove posted feedback or information that, in Jupitice's sole judgment, violates the site or site services, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Jupitice. You acknowledge and agree that you will notify Jupitice of any error or inaccurate statement in your feedback results, including the Composite Information and that if you do not do so, Jupitice may rely on the accuracy of such information.

**7.5** Except for Content that originates from Jupitice, we do not claim ownership of any Content that is transmitted, stored, or processed in your account. You preserve all ownership of, control of, and responsibility for the User-Generated Content you post. You may control admittance to your User-Generated Content via settings in your user account.

**7.6** You Grant License to Jupitice so as to Solely allow Jupitice to use Content you upload to the Service reasonably without violating any rights you have in it, you grant us the following rights: by posting any Content via the Website, you expressly grant Jupitice and our successors a worldwide, sublicense able, fully- paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, distribute, and perform the Content in connection with Jupitice business purpose. This license does not grant Jupitice the right to sell User- Generated Content or otherwise distribute it outside of our Website. This license will dismiss at the time when the Content is removed from the Website.

**7.7** The role of Jupitice in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. Jupitice disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act.

**7.8** All Critical Content is created by the Users of the (“Website”) and the clients of Jupitice and ADR Practitioners, including the End-Users. As a platform, Jupitice does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000.

## **8. Contractual Relationship between Client & ADR Practitioner**

### **8.1 Service Contracts**

If a client & ADR Practitioner decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and ADR Practitioner. Client and ADR Practitioner have complete discretion with regard to (1) whether to enter into a Service Contract with each other and/or (2) the terms of any Service Contract. You acknowledge, agree, and understand that Jupitice is not a party to any Service Contract, and that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship or a partnership or joint venture between Jupitice and User.

With respect to any Service Contract, Clients and ADR Practitioners may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Jupitice rights and obligations under the Terms of Service, including this Agreement and the applicable Escrow Instructions. Only to the extent that they have not entered into another agreement or terms w.r.t. a Service Contract, the parties to the Service Contract agree that the Service Contract Terms contained in the “**Alternate Service Contract**” prepared by Jupitice apply to their Services. The Service Contract prepared by Jupitice is a sample only and may not be appropriate for all Jurisdictions or all contracts. Users are responsible for complying with any local requirements, including applicable laws, rules and regulations. Jupitice does not assume any responsibility for any consequence of using the Alternate Service Contract Terms. The Alternate Service Contract Terms are not intended to and do not (a) constitute legal advice, (b) create an attorney-client relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. Jupitice expressly disclaims any and all liability with respect to actions or omissions based on the Alternate Service Contract Terms.

## 8.2 Disputes Among Users

For disputes arising between Clients and ADR Practitioners, you agree to abide by the dispute process that is explained in the Escrow Instructions that apply to your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Jupitice will not and is not obligated to provide any dispute assistance beyond what is provided in the Escrow Instructions.

If ADR Practitioner or Client intends to obtain an order from any arbitrator or any court that might direct Jupitice to take or refrain from taking any action with respect to an Escrow Account, that party will (a) give us at least five business days' prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligation affecting Jupitice or Jupitice Escrow, we be paid in full for any amounts to which we would otherwise be entitled; and (c) include in any such order a provision that, as a precondition to any obligation affecting Jupitice or Jupitice Escrow, Jupitice be paid for the reasonable value of the services to be rendered pursuant to such order.

## 8.3 Confidential Information

Users may agree to any terms they deem appropriate with respect to confidentiality between them. If and to the extent that the Users do not articulate any different agreement with regard to confidentiality, then they agree that this Section 8.3 (Confidential Information) applies.

To the extent a User provides Confidential Information to another User, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

## 9. Jupitice Fees

### 9.1 Fees for ADR Practitioners

**9.1.1 Service Fees: As set-forth in the Fee Agreement,** ADR Practitioners will pay Jupitice a service fee for the use of the Site Services, including the use of Marketplace, invoicing, collaboration & communication tools, creation & maintenance of webpage/ Online ADR Office, building Service Contracts, Escrow Service dispute resolution, Seller protection, Jupitice Guarantee etc. (the "Service Fees"). The Service Fees (to use the Site Services) are paid solely by ADR Practitioner. When a Client pays an ADR Practitioner for a Case or when funds related to a Case are otherwise released to an ADR Practitioner as required by the applicable Escrow Instructions (See Section 10), Jupitice Escrow will credit the ADR Practitioner Account for the full amount paid or released by the Client, and then subtract and disburse to Jupitice the Service Fee. ADR Practitioner hereby irrevocably authorizes and instructs Jupitice to deduct the Service Fee from the ADR Practitioner Account and pay Jupitice on ADR Practitioner's behalf. In the event the ADR Practitioner chooses funds in a currency other than U.S. dollars, there may also be a foreign currency conversion charge enacted by Jupitice or an affiliate and the rate may differ from the rates that are in effect on the date of the payment and you may be able to attain a better rate from your bank or financial institution.



**9.1.2 Disbursement Fees:** ADR Practitioners will pay Jupitice a disbursement fee for remitting payments to their preferred payment method ("Disbursement Fee"). The Disbursement Fee is paid to Jupitice in consideration of costs incurred and administration of disbursements via the disbursement method requested by ADR Practitioner and varies by disbursement method. The Disbursement Fee for each disbursement method is mentioned under Fees and Schedules on the Site as updated from time to time.

In addition to fees charged by Jupitice, your disbursement method may also charge activation, maintenance, or other account fees.

## **9.2 Fees for Clients**

**9.2.1** Clients do not pay fees if they use the Site solely for finding & hiring ADR Practitioners by themselves except a fee for payment processing and administration related to the ADR Practitioner Fees they pay to ADR Practitioners through the Site and they engage them through the Site, as described in the Fee.

**9.2.2** Client shall pay a fee "as stated in the Service Order" in respect of the Site Services provided by Jupitice to the client subject to Clause 9.2.1.

## **9.3 Vat & Other Taxes**

Jupitice may be required by the applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we will just refer to VAT, GST and any local sales taxes collectively as "VAT") in the jurisdiction of the ADR Practitioner (the "Taxes"). In such instances, any amounts Jupitice is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Jupitice under the Terms of Service.

## **9.4 No Fee for Introducing or for Finding Cases**

Jupitice may be required by the applicable law to collect taxes or levies including, without limitation, withholding income tax or Goods and Services Tax (GST) in the jurisdiction of the ADR Practitioner (the "Taxes"). In such instances, any amounts Jupitice is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Jupitice under the Terms of Service.

## **10. Payment Terms & Escrow Services.**

### **10.1 Escrow Services**

Jupitice provides escrow services to Users to deliver, hold, and/or receive payment for a Case, and to pay fees to Jupitice ("Escrow Services"). Jupitice provides Escrow Services either by opening a separate dedicated account or by using the Third Party Escrow Services. Jupitice does not charge any fee for providing Escrow Services. If ADR Practitioners & Clients have chosen to avail the Escrow Services through the Third Party empanelled with Jupitice then both Parties will pay the fee, cost & expenses as charged by the Third Party directly.

**10.2** Client shall deposit the fee in advance in the Escrow Account as per the Term Sheet agreed between Client & ADR Practitioners for further disbursement to the ADR Practitioners subject to Escrow Instructions.

### 10.3 Escrow Instructions

Jupitice Escrow will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. You acknowledge and agree that Jupitice acts merely as an Internet escrow agent. Jupitice has fully delivered the Escrow Services to you if Jupitice provides the Escrow Services described in this Agreement and the applicable Escrow Instructions. Jupitice is only obligated to perform those duties expressly described in this Agreement and any applicable Escrow Instructions.

**Fixed-Price or Tiered Pricing Cases:** If Users choose fixed-price or Tiered Pricing compensation, then the Users agree that they will be bound by, and Jupitice will follow, the Fixed-Price or Tiered Pricing Escrow Instructions.

**Hourly Cases:** If Users choose hourly compensation, and/or if the Client makes bonus or expense payments, then the Users agree that they will be bound by, and Jupitice will follow, the Hourly, Bonus and Expense Payment Agreement with Escrow Instructions.

### 10.4 Escrow Accounts

Jupitice Escrow Accounts will use & release funds deposited in an Escrow Account in accordance with this Agreement and the applicable Escrow Instructions. Jupitice will establish & maintain a dedicated account for escrow purposes.

The above Escrow bank account shall be separate from Jupitice Operating Accounts, to receive, hold, and release payments subject of the Service Contract in accordance with escrow instructions.

Under no circumstances, any fund deposited in the Escrow Account will be transferred to the operating accounts of Jupitice except those authorized and instructed by the Client.

You hereby authorize and instruct Jupitice to act as escrow agent in connection with the Escrow Accounts and the payment, holding & receipt of funds for each Case and other specified purposes in accordance with the terms of Service and applicable Escrow Instructions.

### 10.5 Jupitice Appointment as Escrow Agent of ADR Practitioners

ADR Practitioners hereby appoint Jupitice as their Escrow Agent to obtain funds on their behalf and credit them to their ADR Practitioner's Escrow Account. ADR Practitioners must, and hereby does, fully discharge and credit ADR Practitioner's Client for all payments and releases that Jupitice receives on ADR Practitioner's behalf from or on behalf of such Client.

### 10.6 Title to Funds

Jupitice is not a bank. Jupitice deposits and maintains all Escrow Account funds in a separate bank account which is separate from the operating accounts of Jupitice.

Jupitice holds only legal title to, and not any equitable interest in, the escrow bank accounts and any funds deposited therein. This Agreement is supplementary to the Service Contract and to any other agreement between Client and ADR Practitioners concerning the Case.

### **10.7 No Interest**

You agree that you will not receive interest or other earnings on the funds held in your Escrow Bank Accounts.

### **10.8 Escrow Agent Duties**

We undertake to perform only such duties as are specifically set out in this Agreement, the appropriate Escrow Instructions, and the other Terms of Service, and no other duties will be implied. We have no liability under, and no duty to inquire as to, the provisions of any agreement, other than the Terms of Service, including this Agreement and the applicable Escrow Instructions. We will be under no duty to inquire about or investigate any agreement or communication between Client and ADR Practitioner, even if posted to the Site. We have the right to depend upon, and will not be liable for performing or refraining from acting upon, any written notice, instruction, or request made to us by Client or ADR Practitioner in accordance with this Agreement or the applicable Escrow Instructions if we practically believe that such notice, instruction, or request is genuine and that it is signed or presented by the proper party or parties. We have no duty to question or inspect the validity, accuracy, or content of any such notice, instruction, or request. We have no burden to solicit any payments or releases that may be due to or from any Escrow Account. We may execute any of our powers and accomplish any of our duties under this Agreement and the applicable Escrow Instructions directly or through agents or attorneys (and will be responsible only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by us. To the extent permitted by applicable law, we will not be answerable for anything done, suffered, or omitted in good faith by us in accordance with the guidance or opinion of counsel, accountants, or other skilled persons. If we are ambiguous as to our duties or rights hereunder or receive directions, rights, or demands from any party hereto that, in our opinion, conflict with any of the provisions of this Agreement or the applicable Escrow Instructions, we will be entitled to refrain from taking any action, and our only responsibility will be to keep safely all property held in the Escrow Account until we are directed otherwise in writing by Client and ADR Practitioner or by a final order or judgment of an arbitrator or court of competent jurisdiction.

### **10.9 Escrow Agent Right**

We have the right, in our own preference, but not the requirement, to institute arbitration or, if no arbitration provision applies, other legal proceedings, including depositing funds held in the Escrow Account with a court of competent jurisdiction, and to resolve any dispute between Client and ADR Practitioner related to the Escrow Account. Any provision of this Agreement and the applicable Escrow Instructions to the conflicting notwithstanding and irrespective of whether we are recognized as a party in interest in any dispute, arbitration, or other legal proceedings, nothing herein will be interpreted to limit our legal and equitable rights, including, but not restricted to, depositing funds held in the Escrow Account with a court of competent jurisdiction.

### **10.10 Client Payments on Service Contracts**

#### **10.10.1 Hourly Contracts**

ADR Practitioner will invoice Client for ADR Practitioner's Fees on agreed terms through Jupitice, and Client will pay invoices consistent with the Hourly Escrow Instructions. When Client approves an Hourly Invoice for an Hourly Contract, Client automatically and irrevocably authorizes and instructs Jupitice to charge Client's Payment Method for the ADR Practitioner Fees.

#### **10.10.2 Fixed Price or Tiered Pricing Contracts**

The client becomes obliged to pay a valid amount into the Escrow Account immediately upon sending a Fixed-Price or Tiered Pricing Contract offer (for the full amount or for the first milestone, if milestones are used) or upon activating any additional milestone. When Client authorizes the payment of the ADR Practitioner Fees for a Fixed-Price or Tiered Pricing Contract on the Site, Client automatically and irrevocably authorizes and instructs Jupitice, to charge Client's Payment Method for the ADR Practitioner Fees.

**10.10.3** Client acknowledges and agrees that for Hourly Contracts, Fixed-Price Contracts & Tiered Pricing Contracts, failure by Client to decline or dispute an Invoice or demand for payment is an authorization and instruction to discharge the payment, as described more fully in the applicable Escrow Instructions.

#### **10.11 Disbursements to ADR Practitioners on Service Contracts**

Under the relevant Escrow Instructions, Jupitice disburses funds that are available in the ADR Practitioner Escrow Account and payable to an ADR Practitioner upon ADR Practitioner's request. An ADR Practitioner can request the disbursement of available funds at any time on a one-time basis or by setting up an automatic disbursement schedule. If ADR Practitioner does not request a disbursement, Jupitice will automatically disburse available funds no more than 90 days after the ADR Practitioner Fees are released to the ADR Practitioner Escrow Account.

##### **a. Hourly Contracts:**

ADR Practitioner Fees become available to ADR Practitioners following the expiration of the **dispute period** and the **five-day security**

##### **b. Fixed-Price or Tiered Pricing Contracts:**

ADR Practitioner Fees become available to ADR Practitioners following the expiration of the dispute period and the five-day security period after the funds are released as provided in the applicable Escrow Instructions. The security period begins after the Client accepts and approves work submitted by ADR Practitioner.

Notwithstanding any other provision of the Terms of Service or the Escrow Instructions, Jupitice, in its sole discretion and except as prohibited by applicable law, may refuse to process, may hold the disbursement of the ADR Practitioner Fees or any other amounts and offset amounts owed to us, or take such other actions with respect to the Escrow Account as we deem appropriate in our sole discretion if: (a) we require additional information, such as ADR Practitioner's tax information, government-issued identification or other proof of identity, address, or date of birth; (b) we have reason to believe the ADR Practitioner Fees may be subject to dispute or chargeback; (c) we suspect a User has committed or attempted to commit fraud or other illicit acts through the Site; (d) we accept as true that there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service; or (e) we deem it necessary in connection with any investigation or required by applicable law. If, after investigation, we determine that the hold on the

disbursement of the ADR Practitioner Fees is no longer necessary, Jupitice will release such hold as soon as practicable.

In addition, any other provision of the Terms of Service or the Escrow Instructions and to the extent allowed by applicable law, we reserve the right to pursue reimbursement from you, , if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Project; (ii) discover inaccurate or duplicate transactions; or (iii) have supplied our services in accordance with this Agreement yet we obtain any chargeback from the Payment Method used by you, or used by your Client if you are an ADR Practitioner, despite our provision of the Site Services in accordance with this Agreement. You agree that we have the right to acquire such reimbursement by instructing Jupitice to (and Jupitice will have the right to) charge the applicable Escrow Account, and any other accounts you hold with us, balancing any amounts determined to be owing, decreased amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are incapable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently cancel your access to the Site and Site Services & and close your Account.

### **10.12 Non-Payment**

If the Client is in “**default**”, meaning the Client fails to pay the ADR Practitioner Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorized representative of Jupitice), Jupitice will be entitled to the remedies described in this Section 10.12 in addition to such other remedies available under applicable law or in such written agreement. For the avoidance of doubt, Client will be deemed to be in default on the earliest occurrence of any of the following: (a) Client fails to pay the ADR Practitioner Fees when due; (b) Client fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days after the accrual of the charge, an account current after a credit or debit card is declined or expires; (c) Client fails to pay an invoice issued to the Client by Jupitice within the time period decided or, if no period is decided, within 30 days; (d) Client initiates a chargeback with a bank or other financial institution resulting in a charge made by Jupitice for ADR Practitioner Fees or such other amount due being reversed to the Client, or (e) Client takes other actions or fails to take any action that results in an undesirable or past-due balance on the Client’s account.

If Client is in default, we may, without notice, temporarily or permanently close Client’s Account and cancel Client’s right to use the Site and Site Services, including Client’s authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional ADR Practitioner Services from other Users through the Site. However, the Client will endure answerable for any amounts that accrue on any open Projects at the time a limitation is put on the Client’s Account as a result of the default. Without limiting other available remedies, Client must pay Jupitice upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the supreme interest permitted by applicable law, with attorneys’ fees and other costs of collection to the extent allowed by applicable law.

At our discretion and to the extent permitted by applicable law, Jupitice may, without notice, charge all or a portion of any amount that is owed on any Account to Jupitice or as ADR Practitioner Fees or otherwise to any Payment Method on file on the Client’s Account; set off amounts due against other amounts received from Client or held by for Client by Jupitice, make proper reports to credit reporting agencies or law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

Jupitice does not guarantee that Client is able to pay or will pay ADR Practitioner Fees and Jupitice is not liable for ADR Practitioner Fees if Client is in default. ADR Practitioner may use the dispute process as described in the applicable **Escrow Instructions** in order to recover funds from Client in the event of a default or may pursue such other remedies against Client as ADR Practitioner chooses. If Jupitice recovers funds from a Client in default pursuant, Jupitice will disburse any portion attributable to ADR Practitioner Fees to the applicable ADR Practitioner to the extent not already paid by Client or credited by Jupitice through any Payment Protection program.

### **10.13 No Return of Funds & No Chargeback**

Client acknowledges and agrees that Jupitice will charge or debit Client's designated Payment Method for the ADR Practitioner Fees incurred as described in the applicable Escrow Instructions and the Fee Agreement and that once Jupitice charges or debits the Client's designated Payment Method for the ADR Practitioner Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. The Client also recognizes and agrees that the Terms of Service provide a dispute resolution process as a way for the Client to resolve disputes. To the extent allowed by applicable law, the Client decides not to ask its credit card company, bank, or other Payment Method provider to charge back any additional fees pursuant to the Terms of Service for any reason. A chargeback in breach of the former obligation is a material breach of the Terms of Service. If Client initiates a chargeback in violation of this Agreement, Client agrees that Jupitice may dispute or appeal the chargeback and institute collection action against Client and take such other action it deems appropriate.

### **10.14 Payment Methods**

In order to practice certain Site Services, the Client must make available account information for at least one valid Payment Method.

Client hereby authorizes Jupitice to run credit card authorizations on all credit cards provided by Client, to store credit card and banking or other financial details as Client's method of payment consistent with our Privacy Policy, and to charge Client's credit card (or any other Payment Method) for the ADR Practitioner Fees and any other amounts owed under the Terms of Service. To the level permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By the Payment Method information through the Site and authorizing payments with the Payment Method, Client represents, warrants, and covenants that: (a) Client is legally authorized to provide such information; (b) Client is legally authorized to make payments using the Payment Method(s); (c) if Client is an employee or agent of an individual, company, organization, corporation, firm or other entity or person that owns the Payment Method, that Client is authorized by the company or person to use the Payment Method to make payments on Jupitice; and (d) such actions do not violate the terms and conditions applicable to Client's usage of such Payment Method(s) or applicable law.

When Client permits a payment using a Payment Method via the Site, Client represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts allocated under this Agreement or the other Terms of Service can't be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means.

Jupitice is not liable to any User if it does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution is unable to honour any credit or debit to or from an account associated with such Payment Method. Jupitice will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

### **10.15 INR or U.S. Dollars and Foreign Currency Conversion**

The Site and the Site Services operate in Indian Rupees or U.S. Dollars. If a User's Payment Method is denominated in a currency other than Indian Rupees or U.S. Dollars, the Site may display foreign currency conversion rate that Jupitice currently make available to convert supported currencies to US Dollar. These foreign currency conversion rates modify regularly on the basis of market conditions. The wholesale currency conversion rates at which we hold foreign currency will usually be different than the foreign currency conversion rates offered on the Site. Each User, at its own discretion and threat, may empower the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate shown on the Site. A list of assisted foreign currencies is available on the Site. If foreign currency conversion is essential to make a payment in U.S. Dollars and Jupitice, as applicable, does not support the foreign currency or the User does not authorize the conversion of such payment at the foreign currency conversion rate presented on the Site, Jupitice will charge, arrears, or reclaim the User's Payment Method in U.S. Dollars and the User's Payment Method worker will exchange the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method supplier may direct to make payment even when no currency conversion is involved. The User's authority of a payment using a foreign currency conversion rate displayed on the Site is at the User's sole risk. Jupitice, are not liable for currency variations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. Jupitice will not be responsible for currency fluctuations that occur when receiving or sending payments to and from the Escrow Account.

## **11. Non-Circumvention**

Section 11 discusses your agreement to make and receive payments only through Jupitice for two years from the date you first identify or meet your Client or ADR Practitioner on the Site unless you pay a Conversion Fee; violating this Section 11 is a serious breach and your Account may be permanently suspended for violations, as detailed below.

### **11.1 Making Payments Through Jupitice**

You acknowledge and agree that a substantial portion of the compensation Jupitice receives for making the Site available to you is collected through the Service Fee described in Section 9.1.1 and that in exchange a substantial value to you is the relationships you make with other Users when you identify or are identified by another person through the Site or Site Services (the "Jupitice **Jupitice Relationship**"). Jupitice only receives the Service Fee when a Client and an ADR Practitioner pay and receive payment through the Site. Therefore, except as set out in Section 11.2, for 24 months from the start of a Jupitice Relationship (the "**Non-Circumvention Period**"), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that person or arising out of your relationship with that person and not to circumvent the Payment Methods offered on the Site unless you pay a fee to take the relationship off the Site (the "**Conversion Fee**"). For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another person through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an

employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business or its successor when acting in that capacity with respect to the other User.

By way of illustration and not in limitation of the foregoing, you agree not to:

- Offer or solicitor accepts any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site.
- Invoice or report on the Site or in a Conversion Fee requests an invoice or payment amount lower than that actually agreed, made, or received between Users.
- Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments other than through the Site.

You agree to notify Jupitice immediately if a person suggests to you making or receiving payments other than through the Site in violation of this Section 11.2 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Jupitice [here](#).

You acknowledge and agree that a violation of any provision in this Section 11.1 is a material breach of the Terms of Service. Your Account may be permanently suspended and charged the Conversion Fee (defined above) if you violate this Section 11.1. If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to cease using the Site, you may pay the Conversion Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

## 11.2 Opting Out

You may opt-out of the obligations in Section 11.2 with respect to each Jupitice Relationship only if the Client or ADR Practitioner pays Jupitice a Conversion Fee. You agree that the Conversion Fee is 12.50% of the estimated earnings over a twelve (12) month period subject to a minimum of 7,500/-. Upon payment of the aforementioned fees described in this Section, Jupitice shall provide written consent for the Consultant User to provide legal site Services to Legal Client of the Jupitice Platform or site.

You understand and agree that if Jupitice determines, in its sole discretion, that you have violated clause 11 of this Agreement, Jupitice may, to the maximum extent permitted by law (i) charge your Payment Method the Conversion Fee (including interest) if acceptable by law or send you an invoice for the Conversion Fee (including interest), which you agree to pay within 30 days, (ii) close your Account and repeal your authority to use the site and site Services, and/or (iii) charge you for all losses and costs (including any and all time of Jupitice employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

## 12. Records of Compliance

Users will each (a) create and keep records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Jupitice upon request. Nothing in this subsection requires or will be construed as requiring Jupitice to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are exclusively responsible for the formation, storage, and backup of your business records. This



Agreement and any registration for or subsequent use of the site will not be construed as creating any responsibility on Jupitice part to store, backup, retain, or grant access to information or data of any period.

### **13. Modifications to Site Services**

**13.1** Jupitice reserves the right at any time and from time to time, for any reason in our sole and absolute discretion, to update, improve, modify, suspend or discontinue, whether temporarily or permanently, the Jupitice site or site services (or any part thereof) with or without notice. For evasion of doubt, to the whole of the extent allowed under applicable laws, no warranty, guarantee or representation (whether it is expressed, implied or otherwise) is provided as to the availability, service levels or up-time of the Jupitice site or site services. You agree that Jupitice shall not be liable to you or to any third party for any such modification, unavailability, downtime, suspension or discontinuance of the Service and/or the Jupitice site or site services (or any parts thereof).

**13.2** We may, in our sole and absolute discretion, from time to time update any content (including but not limited to any information on the site or site services and/or any links to any Linked Sites, as further defined below) that we may make available for your general information and reference. We may, in our sole and absolute discretion, provide Jupitice site or site services to the Users or any other means/channels as we may consider appropriate. We are under no obligation to provide or arrange for any of the site services requested or applied by you, and we may revise, suspend, terminate, extend or reduce the availability, types or scope of the site services and/or the relevant features or functions of the Jupitice site or site services as we consider appropriate from time to time. To the fullest extent as permitted under applicable laws, we are not liable for any delay or failure in providing or arranging for the Jupitice site or site services.

**13.3** Jupitice may, in its sole discretion amend this Agreement and any of the other Agreements that comprise the Terms of Service at any time by posting a revised version on the Site. Jupitice will provide reasonable advance notice of any amendment that includes substantial changes (defined below), by posting the updated Terms of Service on the Site, providing notice on the Site and/ or sending you notice by email. If substantial change includes any increase to fee charged by Jupitice, Jupitice will provide at least 30 days advance notice of the change but may not provide any advance notice for changes resulting in a reduction in fee. Any revision to the Terms of Service will take effect on the noted effective date ("Effective Date").

### **14. Disclaimer**

**14.1** Site & Site Services, together with any new functions or features that augment or enhance the currently offered service, shall unless explicitly mentioned otherwise, be subject to the T&C and the other similar and related policies and documents forming a part of the agreement between Jupitice and Login Users as stated above. You acknowledge and agree that the Jupitice site or site services are provided on an "AS-IS" and "AS-AVAILABLE" basis. To the whole extent allowed under applicable laws, we disclaim and make no representations, guarantees or warranties of any kind (and it can be either express, implied, statutory or otherwise) for or in relation to the operation, functionalities, features, any information, contents, and/or the accuracy, adequacy, timeliness, availability, usefulness and/or completeness, access and use of the Jupitice site or site services, Any information provided on the Jupitice site or site services is for reference only. Without any kind of preconception to the generality of the foregoing, to the whole of its extent allowed under applicable laws, we disclaim any and all guarantees, any kind of representations or warranties (whether express, implied, statutory or otherwise), nature or character, including which is not limited to any representations, guarantees or warranties as to:

**14.1.1** The availability and compatibility of the Jupitice site or site services with the device and equipment (hardware or software) that you may use to access or use the Jupitice site or site services or that access and/or use of it will be uninterrupted or secure, or defect/error-free, or that defects and/or faults will be corrected;

**14.1.2** The accuracy, adequacy or completeness of any information or Content the Jupitice site or site services;

**14.1.3** The merchantability, standard of quality or fitness for any particular purpose of any Contents and/or Site Services available or provided on or through the Jupitice site or site services;

**14.1.4** Non-infringement of any third party rights (including but not limited to intellectual property rights) by the Jupitice site or site services; or

**14.1.5** The Jupitice site or site services, and/or the relevant systems, networks and servers that host and make the Jupitice site or site services available, are free of viruses, malware and/or any other harmful, hostile, tarnishing, insecure or disastrous properties, or that there is no loss or damage (including but not restricted to any kind of data loss or data corruption) will occur to your computer or mobile device (including but not limited to electronic devices, mobile phones, smart-phones, tablet computers, laptops and computers).

**14.2** To the fullest extent permissible under applicable laws, no warranty, guarantee and/or representation (whether expressed, implied or otherwise) is provided as to the availability, the service levels or up-time of the Jupitice site or site services, and that Jupitice assumes no responsibility for the timeliness, deletion, wrong delivery or failure of the provision of any functions of the Jupitice site or site services and/or the delivery of the site services. You acknowledge that the technical processing and transmission of the site services might involve (a) transmissions over other different networks; and (b) changes to obey and adapt to technical requirements of connecting systems, networks or devices. Jupitice shall, accordingly, in no circumstances, be liable for any failure of any functions of the Jupitice site or site services or the delivery of the site services (whether in whole or in part) or for your inability to gain access (whether in whole or in part) to any or all such functions or site services due to the delay or failure of any type interacting networks or any of the party providing any such access.

**14.3** You further acknowledge and agree that, given the nature of the Internet, we cannot guarantee that any transmission of personal data or other identifiable information, other information, documents, or other communications on or through the Jupitice site or site services and/or otherwise under, relating to, or in connection with the site services is completely secure.

## **15. Limitation of Liability**

Jupitice is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

**a.** Your use of or your inability to use our Jupitice site services; delays or disruptions in our Jupitice site services; viruses or other malicious software obtained by editing or connecting to our Jupitice site services; glitches, bugs, errors, or inaccuracies of any kind in our Jupitice site services; damage to your hardware device from the use of the Jupitice site services; the content or actions or inactions of third parties use of the Jupitice site services; a suspension or other action taken with respect to your Account;

b. Your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), composite information, or metrics found on, used on, or made available through the Site; and

c. Your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms of Service.

Additionally, in no event will Jupitice, our affiliates, our licensors, or our third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not restricted to, litigation costs, installation and elimination costs, or loss of data, production, profit, or business opportunities. The liability of Jupitice, our affiliates, our licensors, and our third-party service providers to any user for any claim arising out of or in connection with this agreement or the other terms of service will not exceed the lesser of: (a) \$2,500; or (b) any fees retained by Jupitice with respect to service contracts on which user was involved as a client or ADR practitioner during the six-month period preceding the date of the claim. These limitations will request any responsibility, arising from any cause of action whatsoever arising out of or in connection with this agreement or the other Terms of Service, whether in contract, tort (including negligence), strict legal responsibility, or otherwise, even if suggested of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some states and jurisdictions do not sanction all of the former exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to you.

## 16. Release

In addition to the recognition that Jupitice is not a party to any contract between Users, you hereby release Jupitice, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and other service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute have with another User, whether it will be of law or in equity that exists as of the time you enter into this agreement. This release includes, for example, and without limitation, any disputes regarding the performance, functions, and quality of the ADR Practitioner Jupitice site services provided to the Client by an ADR Practitioner and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

This release will not apply to a claim that Jupitice failed to meet our obligations under the Terms of Service.

## 17. Indemnification

You will guarantee, protect, and hold harmless Jupitice, our Affiliates, and our directors, officers, employees, representatives, and agents (each an "Indemnified Party") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) involving or arising out of: (a) the use of the site and the Jupitice site services by you or your agents, including any payment obligations or default (described in Section 10.12(Non- Payment)) sustained through use of the Jupitice site services; (b) any Work Product or User Content developed, provided, or otherwise related to your use of the Jupitice site services; (c) any Service Contract come into by you or your agents, including, but not limited to, the classification of a ADR Practitioner as an independent contractor; the classification of Jupitice; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's

compensation benefits, unemployment benefits, or any other employee benefits; (d) failure to follow with the Terms of Service by you or your agents; (e) disappointment to comply with appropriate law by you or your agents; (f) negligence, wilful misconduct, or fraud by you or agents; and (g) defamation, abuse of privacy rights, partial competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 17, your agent includes any person who has apparent authority to access or use your account demonstrated by using your username and password.

**a. “Indemnified Claim”** refers to any and all dues, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or about any assert, suit, proceeding, request, or action carried by you or a third party or other User against an Indemnified Party.

**b. “Indemnified Liability”** refers to any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to assert, suit, proceeding, request, or action brought by an Indemnified Party against you or a third party or other User.

## **18. Agreement Term & Termination**

### **18.1 Termination**

Unless both you and Jupitice clearly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which results in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to [legalnotices@Jupitice.com](mailto:legalnotices@Jupitice.com). In the instance, you dismiss this Agreement, your right to use the site and Jupitice site services are automatically revoked, and your Account will be closed. Jupitice shall not be a party to any Service Contract between Users. Accordingly, the user identifies that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Project entered into between Users. If you try to dismiss this Agreement while having one or more open Projects, you agree (a) you hereby initiate Jupitice to close any open contracts; (b) you will remain to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the site; (c) Jupitice will continue to do those Jupitice site services necessary to conclude any open Project or related transaction between you and another User; and (d) you will continue to be obliged to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Jupitice for any Jupitice site services or such other amounts owed under the Terms of Service and to any ADR Practitioners for any ADR Practitioner Jupitice site services.

Deprived of any restrictions Jupitice other rights or cures, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Jupitice site services, deny registering yourself, or permanently revoke your access to the Site and refuse to provide any or all Jupitice site services to you if: (i) you breach any terms and conditions of this Agreement or other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Jupitice or our Affiliates; may be contrary to the benefits of the Site or the User community; or may involve dishonest or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently shut, you may not use the Site under the same Account or a different Account or re- register under a new Account without any prior written consent from Jupitice. If you try to use the Site under a different Account, we set aside the right to reclaim available

funds in that Account and/or use an available Payment Method to pay for any amounts allocated by you to the extent permitted by applicable law.

You acknowledge and approve that the value, status, and goodwill of the site depend upon the transparency of the User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You, therefore, agree as follows: if Jupitice decides to temporarily or permanently close your account, Jupitice has the right where allowed by law but not the obligation to: (a) inform other users that have entered into service contracts with you to inform them of your closed account status, (b) provide those users with a summary of the reasons for your account closure. You approved that Jupitice will have no accountability arising from or relating to any notice that it may provide to any user regarding the closed account status or the reason(s) for the closure.

## **19. Account Data On Closure**

Except as otherwise prescribed by law, if your Account is shut for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and any closure of your Account may involve deletion of any content stored in your Account for which Jupitice will have no liability whatsoever. Jupitice, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

## **20. Survival**

After this Agreement ends, the terms of this Agreement and the other Terms of Service that specifically or by their nature contemplate performance, after this Agreement terminates or expires, will survive and continue in full force and effect. For example, the provisions providing arbitration, authorizing audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Jupitice from any obligations incurred prior to the end of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## **21. Disputes Between You & Jupitice**

### **21.1 Dispute Process, Arbitration and Scope**

If a dispute arises between you and Jupitice or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt-out as provided in Section 21 below, you, Jupitice, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, Jupitice Service Contract or the other Terms of Service.

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Site, Jupitice site services, the Terms of Service, Jupitice Service Contract any Service Contract, escrow payments or agreements, any payments or monies you claim are due to you from Jupitice or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods,

termination, discrimination, retaliation or harassment and claims state statutes or regulations addressing the same or similar subject matters, and all such other claims under all applicable Central or State Acts arising out of or relating to your relationship with Jupitice or the termination of that relationship.

### **21.2 Choice of Law**

The Site Terms of Use, Jupitice Service Contract the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of India.

### **21.3 Informal Dispute Resolution**

Before serving a demand for arbitration of a Claim, you and Jupitice agree to first notify each other of the Claim. You agree to notify Jupitice of the Claim at Plot No. 14, Rajiv Gandhi Chandigarh Technology Park, Chandigarh (UT), India, 160101 or by email to [legalnotices@jupitice.com](mailto:legalnotices@jupitice.com), and Jupitice agree to provide to you a notice at your email address on file (in each case, a "Notice"). You and Jupitice then will seek an informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Jupitice, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Jupitice will have 60 days from the date of the receipt of the Notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

### **21.4 Binding Arbitration**

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Jupitice, and our Affiliates agree that Any dispute, claim or controversy arising out of or relating to this Agreement, Jupitice Service Contract and any other Terms of Service including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a Sole Arbitrator appointed by Indian Council of Arbitration. ICA may be contacted at <http://www.icaindia.co.in/>. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Chandigarh. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

Subject to the above provision, the courts at Chandigarh shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

### **21.5 Enforcement of This Arbitration Provision**

This Arbitration Provision substitutes all prior agreements concerning the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event, any portion of this Arbitration Provision is considered to be unenforceable; the remainder of this Arbitration Provision will be enforceable.

## **22. General**

### **22.1 Entire Agreement**

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Jupitice relating to the subject matter hereof and thereof and terminates and succeeds any prior or simultaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are comprised for simplicity of reference only and have no binding effect. Even though Jupitice enlisted the Terms of Service, you signify that you had plenty of time to review and choose whether to agree to the Terms of Service. If an ambiguity or query of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favouring or disfavouring you or Jupitice because of the composition of any provision of the Terms of Service.

## **22.2 Modifications; Waiver**

No modification or amendment to the Terms of Service will be binding upon Jupitice unless they are agreed upon in a written instrument signed by a duly authorized representative of Jupitice or posted on the Site by Jupitice. An email will not create a written instrument as contemplated by Section 22.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not assure we will take action in contrary to all breaches of this User Agreement.

## **22.3 Assignability**

If and to the scope of any provision of this Agreement or the other Terms of Service is held unlawful, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffectual as to the jurisdiction in which it is unlawful, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed revised to the extent necessary to obey the applicable law so as to give the maximum effect to the intent of the parties. The impropriety, inaccuracy, or unenforceability of such provision in that jurisdiction will not in any way affect the validity, legitimacy, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

## **22.4 Severability, Interpretation**

If and to the scope of any provision of this Agreement or the other Terms of Service is held unlawful, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffectual as to the jurisdiction in which it is unlawful, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed revised to the extent necessary to obey the applicable law so as to give the maximum effect to the intent of the parties. The impropriety, inaccuracy, or unenforceability of such provision in that jurisdiction will not in any way affect the validity, legitimacy, or enforceability of such provision in any other jurisdiction or any other provision in any jurisdiction.

## **22.5 Force Majeure**

The parties to this Agreement will not be liable for the failure to perform, or any delay in the enactment of, any obligation hereunder for a reasonable period due to labour conflicts, misfortunes, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

## **22.6 Prevailing Language & Location**

The English language description of the Terms of Service will take priority in all respects and will prevail in case of any inconsistencies with translated versions if any. The Site is organized and functions from our facilities in India at Chandigarh.

## **22.7 Access of the Site Outside India**

**22.7.1** Jupitice makes no representations that the Site is suitable or available for use outside of India. Those who have the right to use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable Laws.

**22.7.2** In order to access or use the Jupitice site services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which he has a right to use the Jupitice site services is barred by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or sited in, a geographic area that is subject to U.S. or other sovereign country authorized or restricted; You approve that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will instantly stop using the Site and Jupitice site services and your license to use the Jupitice site services will be immediately cancelled.

## **22.8 Consent to Use Electronic Records**

**22.8.1** In connection with the Site Terms of Use, you may be authorized to receive, or we may otherwise provide, certain records from Jupitice or our Affiliates, such as contracts, notices, and communications, in writing. To assist your use of the site and the Jupitice site services, you give us the approval to provide these records to you electronically instead of in paper form.

**22.8.2** The Parties hereby **confirm** their agreement and acceptance of the above provisions and have **duly executed** this Agreement (either in his/her own capacity, where the Party is an individual; or in his/her ability as the duly authorized signatory/representative of a body corporate, where the Party is a body corporate, as the case may be).

## **23. Contact Information Grievance Officer**

**23.1** If a User has any questions concerning Jupitice, the Website, this Agreement, the Services, or anything related to any of the foregoing, Jupitice customer support can be reached at the following email address: [contact@jupitice.com](mailto:contact@jupitice.com).

**23.2** In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to the processing of information, you can contact our Grievance Officer at:

Name: Mrs. Neelam

Jupitice Justice Technologies Private Limited

Plot No. 14, Rajiv Gandhi Chandigarh Technology Park,

Chandigarh – 160101, India.

Phone: +91-172 5026058



Email: neelam@Jupitice.com

In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

I acknowledge that I have read and fully understand the above document namely, Terms and Conditions of Jupitice site & site services for Online Dispute Resolution under ADR Mechanism and I confirm my agreement to all the terms contained therein.

