

FRIENDLY BRANDS – TERMS OF USE

This Term of Use Policy was last updated: 26th May 2021.

PLEASE READ THE TERMS OF USE THOROUGHLY AND CAREFULLY.

A. ACCEPTANCE OF TERMS

The terms and conditions set forth below ("**Terms of Use**"), the Brand Agreement and the Privacy Policy (as defined below) constitute a legally binding agreement between Sensight Labs Private Limited ("**Company**"), and you. The Terms of Use apply to you if you are a User of the Company's platform ("**Friendly Brands**"), whether made applicable through mobile applications, websites or otherwise. All Users of Friendly Brands are referred to in the Terms of Use as "**you**" or "**User**". The Terms of Use apply regardless of whether you are using a computer, a mobile device or any other device to visit Friendly Brands.

Friendly Brands and associated services are currently owned and operated by the Company.

These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in (i) Friendly Brands and usage of the various services provided therein and (ii) the online transactions between Users by using Friendly Brands.

You acknowledge that Friendly Brands primarily serves as a platform utilizing Sensight Labs' "proprietary technology" that enables Users to form online retail partnerships in order to cross-sell each other's products on their online storefronts; and by using, visiting, registering for, and/or otherwise participating in Friendly Brands, including the services presented, promoted, and displayed on Friendly Brands, you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein.

If you do not agree to be bound by any clause of this Agreement, you should immediately cease using any portion of the sites.

YOU SPECIFICALLY AGREE THAT BY USING FRIENDLY BRANDS, YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT.

All references to "you" or "your," as applicable, mean the person that accesses, uses, and/or participates in Friendly Brands in any manner. If you use Friendly Brands or open an Account (as defined below) on behalf of a business, you represent and warrant that you have the authority to bind that business and your

acceptance of the Terms of Use will be deemed an acceptance by that business and "you" and "your" herein shall refer to that business.

1. Modifications of Policies

The Company reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein for complying with legal and regulatory framework and for other legitimate business purposes, at any time, and the Company will post notice of the changes and the amended Terms of Use at <https://friendlybrands.club/termsfuse.html>

You are encouraged to check the Terms of Use frequently and it is your responsibility to do so. It is made expressly clear that by continuing to use Friendly Brands (including maintaining your Account) after any modifications have been made to this Agreement, would indicate your consent to be bound by such modified Agreement.

2. Privacy Policy

The Company has established a Privacy Policy that explains to its users how their Personal Information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of Friendly Brands is governed by the Privacy Policy.

The Privacy Policy is available at: <https://friendlybrands.club/privacypolicy.html>

3. Additional Policies

Your access to, use of, and participation in Friendly Brands is subject to the Terms of Use and all applicable Company regulations, guidelines and additional policies that the Company may set forth from time to time, and any other restrictions or limitations that the Company publishes on Friendly Brands as well as the Brand Agreement executed (if any) between the User and Friendly Brands (the "**Additional Policies**"). You hereby agree to comply with the Additional Policies and your obligations thereunder at all times. Failure to do so would entitle the Company, in its sole discretion, to terminate your Account at any time without prior notice to you as well as initiate appropriate legal proceedings, if necessary.

B. SERVICES PROVIDED BY THE COMPANY

Broadly, Friendly Brands provides the following services to Users:

This is essentially a network enabled by the Company's proprietary technology to help brands discover each other, form partnerships and cross-sell on each other's online storefronts. Under this portal, Users shall be provided with the following:

- Upon logging into their account with Friendly Brands, the User shall be able to create a profile on Friendly Brands and integrate their online store.
- The User shall be able to show details of their products including price, delivery, return and exchange policies.
- The User will be able to initiate cross-selling partnerships ("brand partnership") with other Users, and agree upon terms (such as commission, target price) for cross-selling.
- Order management tool where a User can see its orders associated with the Friendly Brands platform, whether the same has been confirmed, and status of the same as to shipping or delivery.
- Receive enquiries from other Users in relation to their requirements which can be responded to.
- Payment collection portal on behalf of the Users.

C. MEMBERSHIP AND ACCESSIBILITY

1. License to Access

The Company hereby grants you a non-exclusive, revocable license to use Friendly Brands as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of Friendly Brands in any medium without the Company's prior written consent; (ii) you will not alter or modify any part of Friendly Brands other than as may be reasonably necessary to use Friendly Brands for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable laws.

2. MEMBERSHIP ELIGIBILITY CRITERIA

Friendly Brands can be used only by individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age, and that: (a) all registration information that you submit is truthful and accurate, (b) you will maintain the accuracy of such information, and (c) your use of Friendly Brands and services offered through Friendly Brands do not violate any applicable law or regulation. The Company may at its sole discretion, terminate your Account (defined below) without any warning if we believe that you are under the age of 18, have misrepresented any information including age, provided any incorrect and inaccurate information or that you are not complying with any applicable laws, rules or regulations.

All Users who wish to register on Friendly Brands and market their goods as well as utilise the other services as mentioned above will be required to sign up with the Company and create an account.

A User who has established a brand partnership with another User, to sell their products on the latter's online store, may be referred to as a "Supplier" and the User selling the Supplier's products on their online store, may be referred to as a "Retailer" herein.

In order to create an Account, the User must submit the Personal Information as required through the account registration page on Friendly Brands and create a password. You are solely responsible for safeguarding your password and at all times and shall keep your password secure at all times. You shall be solely responsible for all activity that occurs on your Account and you shall notify the Company immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another User's Account without the Company's permission. You agree that you will not misrepresent yourself or represent yourself as another user of Friendly Brands and/or the services offered through Friendly Brands.

You hereby expressly acknowledge and agree that you yourself and not the Company will be liable for your losses, damages etc. (whether direct or indirect) caused by unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of the Company or others due to such unauthorized use.

An Account holder, whether a Retailer or a Supplier, is referred to as a "**User**."

In relation to an Account, the User acknowledges that he shall at all times comply with the following ("**Account Policies**"):

- Provide true, accurate, current and complete information when creating your Account and maintain and update such information during the term of this Agreement so that it will remain accurate, true, current and complete.
- Not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access Friendly Brands for any purpose without the Company's prior written approval.
- Not copy or distribute any part of Friendly Brands in any medium without prior written authorization or alter or modify any part of Friendly Brands other than as may be reasonably necessary to use Friendly Brands for its intended purpose.
- Not spam Friendly Brands and/or the Company server.
- Not collect Users' information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Friendly Brands information or content, including but not limited to, use on a "mirrored", competitive, or third-party sites.

- Not recruit, solicit, or contact in any form Users for employment or contracting for a business not affiliated with the Company without express written permission.
- Not take any action that (i) unreasonably encumbers or, in the Company's sole discretion, may unreasonably encumber Friendly Brands' infrastructure; (ii) interferes or attempts to interfere with the proper working of Friendly Brands or any third-party participation in Friendly Brands; or (iii) bypasses the Company's measures that are used to prevent or restrict access to Friendly Brands.
- Permit verification of the Account details by the Company.

The usage of Friendly Brands is restricted in the event if the User cannot meet or is unable to comply with any of the above-mentioned eligibility criteria. In the event, the Company finds that you have violated the membership eligibility criteria or any term stated herein, the Company reserves the right to at its sole discretion to immediately terminate your use of Friendly Brands as well as initiate appropriate legal proceedings.

D. REGISTERED USER CONDUCT

As a User of Friendly Brands, it is imperative that the User maintains a certain standard. Therefore, the Users undertake not to indulge in any of the following:

- Upload, post, transmit, transfer, disseminate, distribute etc. anything which
 - (i) misrepresents or contains falsehoods to any User which could damage the Company or any third party;
 - (ii) provides or create links to external sites that violate the Terms of Use;
 - (iii) is intended to harm or exploit any individual under the age of 18 ("**Minor**") in any way;
 - (iv) is designed to solicit, or collect personally identifiable information of any Minor or User;
 - (v) invades anyone's privacy;
 - (vi) is pornographic, harassing, hateful, illegal, obscene, defamatory, libellous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive;
 - (vii) incites, advocates, encourages or expresses any of the above,
 - (viii) will give rise to civil liability or violate any law;
 - (ix) Is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant the Company all of the license rights granted herein;
 - (x) is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;

- (xi) intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited, to spamming; impersonates, uses the identity of, or attempts to impersonate a Company employee, agent, manager, host, another user, or any other person through any means;
 - (xii) advertises or solicits a business not related to or appropriate for Friendly Brands;
 - (xiii) contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
 - (xiv) contains advertising for Ponzi schemes, discount cards, credit counselling, online surveys or online contests;
 - (xv) distributes or contains viruses or any other technologies that may harm the Company or the interests or property of Friendly Brands users;
 - (xvi) contains links to commercial services or websites, except as allowed pursuant to the Terms of Use;
 - (xvii) is non-local or irrelevant content;
 - (xviii) is otherwise inappropriate.
- Send messages to other Users containing offers to make national or international money transfers for amounts exceeding the asking price of a service, with intent to request a refund of any portion of the payment.
 - Discriminatory Postings: Indian laws prohibit any preference, limitation or discrimination based on race, colour, religion, sex, national origin, age, handicap or other protected class. The Company will not knowingly accept any transaction which is in violation of the law. The Company has the right, in its sole discretion and without prior notice to you; to immediately remove any posting that discriminates or is in any way in violation of any law.
 - While using the Website, you shall not:
 - (i) post content or items in any inappropriate category or areas on Friendly Brands;
 - (ii) violate any laws, third-party rights, Account Policies, or any provision of the Terms of Use, such as the prohibitions described above;
 - (iii) fail to deliver payment for services purchased by you;
 - (iv) fail to perform services purchased from you;
 - (v) circumvent or manipulate our fee structure, the billing process, or fees owed to the Company; post false, inaccurate, misleading, defamatory, or libellous content (including personal information about any User);

The above list is merely illustrative and not exhaustive. The Company reserves the right to (a) terminate your access to your Account, your ability to post to Friendly Brands and (b) do as it chooses with any of your posting for any action that the

Company determines is inappropriate or disruptive to Friendly Brands or to any other user of Friendly Brands.

The Company does not and cannot review every posting posted to Friendly Brands. These prohibitions do not require the Company to monitor, police or remove any postings or other information submitted by you or any other user.

E. RULES FOR USERS

In using Friendly Brands, each and every User undertakes that it shall:

- While providing information in relation to its goods, not misrepresent or provide incorrect, inaccurate and false information and shall ensure that at all times, the Users promote a fair playing field and provide a safe, simple and positive experience for all participants of the platform.
- Not attempt to offer a catalogue or a link to a third-party website from which any User of Friendly Brands may obtain the goods directly or offer the opportunity through Friendly Brands to purchase the goods outside of Friendly Brands, and thereby attempt to circumvent the Company.

In the event, the Company realizes that any User is involved in any of the above activities, the Company holds the sole discretion to blacklist the User, suspend the User's Account and/or withhold any outstanding credits or payments to the User.

F. INFORMATION SUBMITTED ON THE FRIENDLY BRANDS

Intellectual Property: You shall be solely responsible for all and any information provided by you or by integrating on Friendly Brands, be it in relation to your offer, photos or videos of your good(s), chats, reviews, etc. or otherwise ("**Submitted Content**") and the consequences of posting or publishing it. In connection with the same, you affirm, represent, and/or warrant that: (a) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all patent, trademark, trade secret, copyright or other proprietary rights in and to the Submitted Content to enable inclusion and use of the Submitted Content in the manner contemplated by Friendly Brands and these Terms of Use; and (b) you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Content to use the name or likeness of each and every such identifiable individual person to enable inclusion. You agree to pay for all royalties, fees, and any other monies owing to any person by reason of any Submitted Content and posted by you to or through Friendly Brands.

Licensed Access: While you retain the ownership rights in the Submitted Content by you, by submitting the same to the Company for posting on Friendly Brands, you hereby grant, and you represent and warrant that you have the right to grant, to the Company, a perpetual, worldwide, non-exclusive, royalty-free, sublicense able and transferable license to link to, use, reproduce, distribute, prepare derivative works of, display, etc. the same in connection with Friendly Brands in any way the Company deems fit. You also hereby grant each User you form a partnership with, a non-exclusive license to access your Submitted Content through the Website, and to use the same as permitted through the functionality of Friendly Brands and under these Terms of Use. The foregoing license granted by you terminates once you remove or delete the Submitted Content from Friendly Brands.

Confidentiality: You acknowledge and agree that the Company does not guarantee any confidentiality with respect to the Submitted Content. On the contrary, submission of the Submitted Content on Friendly Brands will be construed as authorisation from you that you shall be searchable by Users who have access to Friendly Brands, unless explicitly requested otherwise through the platform, and the same shall be provided on a non-proprietary and non-confidential basis. You further agree that the Company shall be free to use or disseminate such Submitted Content on an unrestricted basis for the purpose of providing the services.

Please refer to our Privacy Policy as well for the purposes of understanding how your Personal Information is dealt with.

Company's Disclaimer and Right to Remove:

- 1) The Company does not endorse any Submitted Content and disclaims any and all liability in connection with all Submitted Content. Any Submitted Content which violates these Terms of Use will be immediately removed from Friendly Brands, at the sole discretion of the Company, without any prior notice. Subsequently, the Company may also limit such a user's access to Friendly Brands in the event he/she is a repeat infringer. The Company also reserves the right, in its sole and absolute discretion, to decide whether any Submitted Content is appropriate and complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law.
- 2) The Company is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to any Submitted Content. You acknowledge and understand that you may be exposed to Submitted Content that is inaccurate, offensive, indecent, or objectionable, etc. and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto, and agree to indemnify and hold the Company, its owners, members, managers, operators, directors,

officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of Friendly Brands.

- 3) You are solely responsible for your Submitted Content. You agree that the Company, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement

G. MODIFICATIONS TO OR TERMINATION OF FRIENDLY BRANDS

Modification: The Company may at its sole discretion, and without any notice whatsoever, at any time modify or discontinue, temporarily or permanently, Friendly Brands (or any part thereof). You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of Friendly Brands.

Termination by the Company: The Company in its sole and absolute discretion has the right to delete, block, terminate, suspend, deactivate, restrict access to your Account, block your email or IP address, or otherwise restrict your usage of Friendly Brands immediately and without notice, for any notice, including without limitation, Account inactivity or if the Company believes or has reason to believe that you have violated any provision of the Terms of Use.

Termination by You: You may cancel your use of Friendly Brands and /or terminate the Terms of Use by informing the Company by email at hello@friendlybrands.club.

Effect of Termination:

- 1) Once your Account has been terminated, your right to participate on Friendly Brands will immediately cease. Further, your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the foregoing, residual data may remain in the Company system.
- 2) All licenses granted to you hereunder will immediately terminate, and you shall promptly destroy all copies of the Company data and other content in your possession or control. You further acknowledge and agree that the Company shall not be liable to you or any third party for any termination of your access to Friendly Brands.
- 3) The Company retains the right to use any data collected from your use of Friendly Brands for internal analysis and archival purposes, and all related licenses you have granted the Company hereunder shall remain in effect for the foregoing purpose. All clauses which customarily survive in such a situation shall survive the expiration or termination of Friendly Brands or your Account.

You agree to indemnify and hold the Company, and its officers, managers, members, affiliates, successor, assigns, directors, agents, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the termination of service.

H. INTELLECTUAL PROPERTY RIGHTS

All the content on Friendly Brands (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Data**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by the Company. Other trademarks, names and logos on Friendly Brands are the property of their respective owners.

The Data on Friendly Brands is provided to you on an AS IS basis for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. The Company reserves all rights not expressly granted in and to Friendly Brands and the Data.

You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of Submitted Content obtained through Friendly Brands for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of Friendly Brands or features that prevent or restrict the use or copying of any Data or enforce limitations on the use of Friendly Brands or the Data therein.

Friendly Brands contains the Company's Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and the Company owns and retains all rights in the Company Data and Marks. Subject to these Terms of Use, the Company hereby grants you a limited, revocable, non-transferable, non-sublicensable license to reproduce and display the Company Data (excluding any software source code) solely for your personal use in connection with accessing and participating in Company.

I. FEES AND PAYMENT

1. The Users will pay the Company the non-refundable fees in accordance with the terms herein (the "Fees") and without offset or deduction, apart from Partnership Fees. The Company reserves the right to (a) change the Fees or applicable charges and to institute new charges and Fees at its sole

discretion, upon seven (7) days prior notice to any User (which may be sent by email); and (b) charge applicable fees for any additional features, upgrades, or other benefits for higher subscription tiers not currently offered by the Company under these Terms. Continued usage by a User of the services provided by the Company shall be construed as deemed acceptance to the revised terms.

2. Payments due to the Company under these terms will be made through the application specified by the Company and in Indian Rupees by credit card, wire transfer of immediately available funds, to an account designated by the Company, or such other payment method mutually agreed by the parties. The Company reserves the right to invoice the Users, which invoices are due upon receipt. The User agrees to comply with the payment solution provider's usage terms and conditions and prohibitions on restricted businesses. If the User fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower subject to the highest rate permitted by applicable law and the Company may suspend services until all payments are made in full. The User will reimburse the Company for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest. The Company reserves the right to suspend the User's use of the services in the event of payment delinquency or failure to abide by the third-party service provider's terms of service.
3. Any additional fees due to the Company for participation in the Friendly Brands Club will be set forth in the relevant order form and a participating User will pay the fees as set forth therein. You will make all payments due to the Company via the application specified by the Company. The User's revenues will be delivered to the User via an external account, and such User will be required to keep its data in that account accurate and up to date (including, but not limited to, credit card transfer information).

J. PAYMENTS FOR PARTNERSHIPS

1. If a Supplier and Retailer participate in a brand partnership on the Friendly Brands Club, Supplier and Retailer will agree upon a fee (the "**Partnership Fee**") payable by the Supplier to the Retailer, which will be calculated as a percentage of the product target price set by the Supplier ("**Target Price**") for the products or services subject to the Friendly Brands terms (each, an "**FB Product**"). The product Target Price is the lowest price the Retailer may sell the Supplier's product for. If an FB product is sold at a price lower than the Target Price without the consent of the Supplier, the Retailer shall be liable to pay the Target Price for the FB Product (as calculated after deducting the Partnership Fee and the Friendly Brand Fee as stated hereinbelow), notwithstanding the actual sale price accrued /collected by the Retailer, subject to the Company's then-current policy.
2. If a customer purchases an FB Product subject to a brand partnerships program, the Retailer will be entitled to the Partnership Fee as long as the Retailer ensures adherence to the Target Price. In addition, the Company will be entitled to a fee (the "Friendly Brands Fee") equal to a percentage of the

actual sale price, which percentage will be set, and the Friendly Brands Fee calculated, based on the Company's then-current policy. The Company may establish further guidelines for the calculation of the Partnership Fee and Friendly Brands Fee (e.g., inclusion or exclusion of shipping costs, taxes, and other amounts, as well as the effect of discounts and promotions), as communicated through the services or otherwise.

3. Since a Retailer's consent to a partnership is contingent upon the initial Target Price as established by the Supplier, the Supplier may not change the Target Price of a FB Product or otherwise make changes to its policies that affect the Partnership Fee without the consent of the Company or Retailer.

K. THE COMPANY IS NOT A PARTY TO ANY CONTRACT BETWEEN USERS.

You acknowledge that the Company via Friendly Brands merely attempts to bring the Users together and has no role, itself, to play in the purchase and sale of goods. Therefore, the Users acknowledge and agree that (i) they are solely responsible for addressing all issues that exist now or may arise in the future in connection with the goods; and (ii) it is solely up to such Users, if they so desire, to enter into a signed, written contract, that addresses all of the relevant issues.

Each User hereby acknowledges and agrees that the Company is NOT a party to any oral or written agreement for goods or any contract entered into between Users in connection with any goods offered, directly or indirectly, through Friendly Brands. Each User acknowledges, agrees and understands that the Company only seeks to provide a platform wherein the Users can be brought together and Friendly Brands itself has not role in the execution or provision of goods.

No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of Friendly Brands, including without limitation, any oral or written agreement for goods. You do not have any authority whatsoever to bind the Company in any respect. All Users are independent contractors. Neither the Company nor any users of Friendly Brands may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.

Subject to these Terms of Use, your interactions with individuals and/or organizations found on or through Friendly Brands, including payment of and performance of any goods, and any other terms, conditions, warranties or representations associated with such transactions or dealings, are solely between you and such individual or organization. You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before proceeding with any online or offline transaction with any third party, including without limitation, Suppliers and Retailer.

You understand that deciding whether to purchase or sell the goods of a User or use the information contained in any Submitted Content, is your personal decision for which you alone are responsible. You understand that the Company does not warrant and cannot make representations as to the suitability of any individual and/or organisation you may decide to interact with on or Friendly Brands. The customer should make an informed decision on his/her own accord and keep in mind the fact that the Company only seeks to provide a platform wherein the Users have an opportunity to meet each other.

NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT SINCE THE COMPANY ONLY SEEKS TO PROVIDE A PLATFORM WHEREIN THE USERS CAN BE BROUGHT TOGETHER AND THE COMPANY ITSELF HAS NO ROLE IN THE EXECUTION OR PROVISION OF GOODS ITSELF, THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT WHATSOEVER INCURRED AS THE RESULT OF ANY SUCH TRANSACTION OR DEALINGS. IF THERE IS A DISPUTE BETWEEN PARTICIPANTS ON FRIENDLY BRANDS, OR BETWEEN USERS AND ANY THIRD PARTY, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE USERS OR ANY THIRD PARTY, YOU HEREBY RELEASE THE COMPANY, ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AND SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEABLE OR UNFORESEEABLE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR FRIENDLY BRANDS OR ANY SERVICE OR GOODS PROVIDED THEREUNDER.

L. DISPUTE RESOLUTION

If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and the Company hereby agree that we will resolve any claim or controversy at law and equity that arises out of the Terms of Use or Friendly Brands in accordance with this Section L or as we and you otherwise agree in writing.

The parties shall endeavour to settle any Dispute through friendly consultations and negotiations amongst the parties. "Dispute" means any dispute, difference, controversy or question arising in connection with the interpretation, performance, termination of this Terms of Use, or otherwise in connection with Friendly Brands. If no settlement can be reached through consultations of the parties within fifteen (15)

days of the Dispute, either Party may, by delivering a notice of the Dispute to the other Party, refer such matter to be settled by arbitration by a sole arbitrator to be jointly appointed by the parties to the Dispute.

All arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 which is deemed to be incorporated herein by reference. The award shall be final and binding and may be enforced in any appropriate jurisdiction. The arbitrator shall decide any such Dispute strictly in accordance with the governing law specified in this Terms of Use. When any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Terms of Use.

The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the arbitrator, shall be borne equally by the parties to the Dispute and each party to such Dispute shall pay its own fees, disbursements and other charges of its counsel, except as may be otherwise determined by the arbitrator. The arbitrator shall have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

The seat or legal place of the arbitration shall be Bengaluru, India. The language to be used in the arbitration shall only be English. Subject to the above, the parties agree to submit themselves to the exclusive jurisdiction of the courts of Bengaluru, India. The Terms of Use shall be governed in all respects by the laws of India.

M. ADVERTISEMENTS

Friendly Brands may be supported by advertising revenue and advertisements and promotions may be displayed. The appearance of advertisements on Friendly Brands does not necessarily imply endorsement by the Company of any advertised products or services. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on Friendly Brands.

N. THIRD-PARTY LINKS

Friendly Brands may provide, or third parties may provide, links, contact forms and/or phone numbers to other websites or resources. Because the Company has no control over such sites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such websites or resources. Unless expressly stated on Friendly Brands, links to third-party sites should in no way be considered as or

interpreted to be the Company's endorsement of such third-party sites or any product or service offered through them.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, product, goods or services available on or through any such website or resource.

The third-party website may have different privacy policies and terms and conditions and business practices than the Company. Your dealings and communications through Friendly Brands with any party other than the Company are solely between you and such third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party.

O. DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF FRIENDLY BRANDS SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE COMPANY AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH FRIENDLY BRANDS, THE GOODS OFFERED ON OR THROUGH FRIENDLY BRANDS, ANY DATA, MATERIALS, SUBMITTED CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON FRIENDLY BRANDS, INCLUDING WITHOUT LIMITATION THE MATERIALS, DATA AND SUBMITTED CONTENT OF OTHER USERS OF THIS SITE OR OTHER THIRD PARTIES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRIENDLY BRANDS, THE GOODS OFFERED ON OR THROUGH FRIENDLY BRANDS, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON FRIENDLY BRANDS IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHEREIS" BASIS WITH NO WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF FRIENDLY BRANDS OR SUBMITTED CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR

THROUGH FRIENDLY BRANDS BY ANY THIRD PARTY, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM FRIENDLY BRANDS, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR USER, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF FRIENDLY BRANDS OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA FRIENDLY BRANDS. THE COMPANY DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH FRIENDLY BRANDS OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY PARTY, INCLUDING THIRD-PARTY OPERATORS OF PRODUCTS OR SERVICES. AS WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

P. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL THE COMPANY, OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) WHATSOEVER RESULTING FROM ANY (I) ACCESS TO OR USE OF FRIENDLY BRANDS OR ANY GOODS OFFERED BY ANY USER AND/OR SUPPLIER VIA FRIENDLY BRANDS, INCLUDING SERVICES PROVIDED PURSUANT TO AN AGREEMENT FORMED INDEPENDENTLY OF FRIENDLY BRANDS, WHETHER OR NOT AN AGREEMENT FOR SERVICE FORMED VIA FRIENDLY BRANDS IS IN EFFECT; (II) ERRORS, MISTAKES, OR INACCURACIES OF DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF FRIENDLY BRANDS OR SUBMITTED CONTENT; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH FRIENDLY BRANDS BY ANY THIRD PARTY; (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM FRIENDLY BRANDS; (VI) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF FRIENDLY BRANDS OR SUBMITTED CONTENT; (VII) ANY FAILED NEGOTIATIONS FOR A GOOD, ANY DISPUTES THAT ARISE DURING OR AFTER THE NEGOTIATION

OF A GOOD OR THE FORMATION OF A CONTRACT FOR A GOOD, OR ANY OTHER DISPUTE THAT ARISES BETWEEN USERS OF FRIENDLY BRANDS; (VIII) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR USER; OR (IX) ANY USE OF ANY DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF FRIENDLY BRANDS OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH FRIENDLY BRANDS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF THE COMPANY, OR ANY OF THE ABOVE-REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO FRIENDLY BRANDS, AND/OR SUBMITTED CONTENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE COMPANY BY YOU HEREUNDER.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR SUBMITTED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) WHATSOEVER RESULTING FROM OR RELATING TO ANY CONTRACT BETWEEN USERS ENTERED INTO INDEPENDENTLY OF FRIENDLY BRANDS.

FRIENDLY BRANDS MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY THE COMPANY. THE COMPANY DOES NOT HAVE ANY CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD-PARTY WEBSITES. IN ADDITION, THE COMPANY WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE. BY USING FRIENDLY BRANDS, YOU EXPRESSLY RELIEVE FRIENDLY BRANDS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD PARTY WEBSITE. ACCORDINGLY, PLEASE BE ADVISED TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH THIRD-PARTY WEBSITE THAT YOU VISIT, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE WEBSITE.

Q. FORCE MAJEURE

Neither the Company nor you shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, epidemics, pandemics, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

R. INDEMNIFICATION AND RELEASE

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN FRIENDLY BRANDS; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF FRIENDLY BRANDS.

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU FOREVER RELEASE THE COMPANY (AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AGENTS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF FRIENDLY BRANDS AND/OR ANY SUBMITTED CONTENT.

THE TERMS OF USE, AND ANY RIGHTS AND LICENSES GRANTED HEREUNDER, MAY NOT BE TRANSFERRED OR ASSIGNED BY YOU BUT MAY BE ASSIGNED BY THE COMPANY WITHOUT RESTRICTION.

S. GENERAL INFORMATION

The Terms of Use, together with the Privacy Policy, the Brand Agreement and any other legal notices or Additional Policies published by the Company on Friendly Brands, shall constitute the entire agreement between you and the Company concerning Friendly Brands. If any provision of the Terms of Use is deemed invalid

by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.