

## TERMS OF USE

Effective as of 7th December 2016

Thank you for visiting [www.PingTring.com](http://www.PingTring.com), a website owned by PingTring Ecommerce private limited. Your visit to this website is subject to these Terms of Use and our Privacy Policy, available here on this website at [www.pingtring.com](http://www.pingtring.com) [URL of ToU].

This website is operated by PingTring Ecommerce private limited, a Pvt limited company, having its registered office at C 1201, Vijaya Apartments, Ahinsa Khand-2, Indirapuram, Ghaziabad, Uttar Pradesh-201014 (hereinafter referred to as the "Company"). By accessing or using the website, you signify your agreement to these Terms of Use and to be bound by them. The Company reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of this website following any such change constitutes your agreement to follow and be bound by the Terms of Use as and when they are changed.

By your use of this website, you confirm your acceptance and it would be accepted as would a written agreement with your signature.

### DEFINITIONS

The following terms are used throughout these Terms of Use and have specific meanings

- a) The term "Service" refers to the services provided by PingTring, including without limitation access to PingTring's online community; communication tools; document management and storage solutions; and payment services. PingTring does not serve as an employment agency. We provide a venue for our Users seek information with our Service Providers.
- b) The term "Agreement" (which may also be referenced herein as these "Terms of Use") refers, collectively, to all the terms, conditions, and notices contained or referenced in this document including all schedules, appendices, annexure's, Privacy Policy, Payment Policy and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.

- c) The "Website" refers to PingTring's website located at [www.PingTring.com](http://www.PingTring.com), all subpages and subdomains, and all content, services, and products available at or through the Website.
- d) "PingTring," "We," and "Us" refer to PingTring, as well as our affiliates, directors, subsidiaries, officers, and employees. Service Providers are not part of PingTring.
- e) "The User," "You" and "Your" refer to the person, company, or organization that has visited or is using the Website and/or the Service. A User may be a Client, a Service Provider, both, or neither.
- f) "Service Providers" refer to various operators operating in Telecom Services or could be vendors providing their products for sale on PingTring, which include, but are not limited to, IT hardware or IT vendor services or sale/purchase of old hardware on PingTring. Service Providers are not the employees or agents of PingTring. Please see the Section on Service Providers of this Agreement for more information about Service Providers.
- g) "Clients" refer to Users who submit requests or buy or purchase products or services from the Service Providers through PingTring; or Users who contract with Service Providers for additional work, beyond the initial service. Service Providers may submit proposals for services or offers which User may not be permitted to bargain and may also establish terms of the relationship with the Client via a signed engagement letter or other written agreement. Please see the Section on Service Providers for more information.
- h) "Content" refers to content featured or displayed through the Website, including without limitation text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Website. Content includes, without limitation, User-Generated Content, which may be submitted by any PingTring User (Client or Service Provider).

## **PRIVACY POLICY**

The Company respects the privacy of its users. Please refer to the Company's Privacy Policy (found here: \_\_\_\_\_) which explains how we collect, use, and disclose information that pertains to your privacy.

When you access or use the website, you signify your agreement to this Privacy Policy.

## **REGISTRATION AND PASSWORDS**

To access certain portions of the Website and/or to request sample products online, you may be asked to complete an online registration form. In consideration for your use of this Website and the services provided on it, you agree to provide true, current, complete and accurate information as requested on any registration form to which this Website may direct you, and to update that registration information as soon as possible after any information on such registration form changes.

Upon registration, you will choose a username and password. You alone are responsible for keeping that password and username confidential, and for any and all activity that occurs on this Website under such password or username. You agree to immediately notify PingTring of any unauthorized use of your password or username or any other breach of security.

## **LINKING**

It is our goal to provide increased value to you, our Users. Therefore, the Website might offer you links to other sites on the Internet that are owned and operated by third parties and therefore not affiliated with us. Please understand that such linked websites are independent from PingTring and that PingTring has no control over the content of such websites. Consequently, PingTring cannot be held liable and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such websites.

The links which we might place on our Website do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites.

## **ABOUT THE PINGTRING SERVICE**

PingTring is a marketplace for Users to choose through various Telecom Services or where Users could contact vendors providing their products for sale on PingTring, which include, but are not limited to, IT hardware or IT vendor services or sale/purchase of old hardware on PingTring. The

PingTring Service provides access to PingTring's virtual community of vendors; easy collaboration through PingTring's communication management tools; and simple, secure payment and invoicing tools.

a) PingTring is not an employment agency

PingTring is not an employment agency. PingTring does not select or endorse any Service Provider to service a User. While PingTring uses commercially reasonable efforts to verify that our registered Service Providers are verified and checked, we do not make any warranty, guarantee, or representation as to their performance, standard of service, customer care, competence, quality, or qualifications of any Service Provider, whether a registered or Verified Service Provider. PingTring does not warrant or guarantee that Service Providers are covered by professional liability insurance. PingTring seeks to only act as a platform where Clients may interface with Service Providers and encourages Clients to research any Service Provider before accepting their services.

b) PingTring does not vouch for any of its Users

Providing a service where potential Clients and Service Providers can meet does not imply an endorsement of any subscribing Service Provider. PingTring does not sanction statements a Service Provider may post on the Service. PingTring makes no representation concerning the qualifications of Service Providers.

c) PingTring Does Not Guarantee Results.

From time to time, Clients may submit reviews of Service Providers; these reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any service rendered by the Service Provider. PingTring will have no responsibility or liability of any kind for any User-Generated Content or advice you encounter on or through the Website, and any use or reliance on User-Generated Content or advice is solely at your own risk.

That PingTring agrees, acknowledges and accepts that the service amongst all the telecom service provider companies listed on PingTring most of have them have given express consent and/or permission for use of such information.

That PingTring and/or their Clients are not trying to infringe any Intellectual Property Rights of the Service Provider even in such event where their logo and/or tradename, brand name etc. is being used by them.

## **USER RESPONSIBILITIES**

You, and you alone, are responsible for your account and anything that happens while you are signed in to or using your account. Your security is your responsibility.

### a) User Account Security

If you sign up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from PingTring. You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify PingTring immediately of any unauthorized use of account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/or account.

### b) Relationship with Service Providers

Because we cannot guarantee the fitness of any of our Service Providers for your specific needs, we encourage Clients to research any Service Provider before accepting their services. Clients may also request additional information such as brochures, pamphlets, user experiences, and seek correspondences specifying the terms, scope, limitations, and conditions of the service.

### c) No Reliance on User-Generated Content

User-Generated Content posted on the Website, such as blog posts, is provided for informational purposes only, with no assurance that the User-Generated Content is true, correct, or accurate. User-Generated Content is not a substitute for professional advice or a solicitation to offer services and is not to be construed as an endorsement of the Service Provider(s) by PingTring. User-Generated Content is not regulated by PingTring in its form or substance.

#### d) Compliance with Laws

You represent and warrant that:

- (i). you have the authority to, and are of legal age in your jurisdiction to, bind yourself to this Agreement;
- (ii). your use of the Service will be solely for purposes that are permitted by this Agreement;
- (iii). your use of the Service will not infringe or misappropriate the intellectual property rights of any third party;
- (iv). your use of the Service will comply with all local, state and union laws, rules, and regulations, and with all other PingTring policies.

### **USE AND CONDUCT RESTRICTIONS**

You are allowed to use the service as long as you follow a few basic rules. The following Use Restrictions and Conduct Restrictions are the basic rules we expect users to follow while using the Service. We are not responsible for the content our users post, and we have the right to close accounts if we need to.

#### Conduct Restrictions

As a condition of your continued access to and use of this Website, you agree to abide by all applicable union, provincial, state, territorial and other laws and regulations and the "Code of Conduct" set forth below. Specifically, in addition, without limiting the foregoing, you agree not to:

#### a) upload, post, e-mail or otherwise transmit any material that:

- (i). constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (ii). infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;
- (iii). is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, or an unfair product comparison; or

- (iv). contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment
- b) harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Website, including e-mail addresses, without the express consent of such users;
- c) for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Website;
- d) attempt to gain unauthorized access to the Website, other computer systems or networks connected to the Website, through password mining or any other means;
- e) interfere with or disrupt networks or servers connected to the Website or violate the regulations, policies or procedures of such networks; and
- f) use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information or any portion thereof other than in the context of your use of the Website.

### **Use Restrictions**

Any and all content, data, graphics, photographs, images, audio, video, software, systems, processes, trademarks, service marks, trade names and other information including, without limitation, the "look and feel" of the Website, i.e. the Content contained in this Website are proprietary to the Company, its affiliates and/or third-party licensors. The Content is protected by Indian copyright and trademark laws.

Except as set forth herein, you may not modify, copy, reproduce, publish, post, transmit, distribute, display, perform, create derivative works from, transfer or sell any Content without the express prior written consent of the Company. You may download, print and reproduce the Content for your own non-commercial, informational purposes provided you agree to maintain any and all copyright or other proprietary notices contained in such Content, and to cite the URL Source of such Content. Reproduction of multiple copies of

the Content, in whole or in part, for resale or distribution is strictly prohibited except with the prior written permission of the Company. To obtain written consent for such reproduction, please contact us at [Ping@PingTring.com](mailto:Ping@PingTring.com) [Contact address].

a) Users Must Be Over Age 18

You represent that you are above the age of 18. PingTring does not target our Content to children or teenagers under 18, and we do not permit any Users under 18 on our Service. If we learn of any User under the age of 18, we will terminate that User's account immediately.

b) No Liability for User Interactions; PingTring May Monitor Interactions

Any liability, loss or damage that occurs as a result of any User interactions, including, without limitation, details of services provided by Service Providers, that you input or receive through your use of the Service is solely your responsibility. At our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

c) Right to Terminate Accounts

We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms of Use, or terminate or deny access to and use of the Service to any User for any reason, with or without prior notice.

## **USER-GENERATED CONTENT**

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 content if we need to.

a) Responsibility for User-Generated Content

You may create content, written or otherwise, while using the Service ("User-Generated Content"). You are solely responsible for the content of, and any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that content. Any liability, loss or damage



that occurs as a result of the use of any User-Generated Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of your User-Generated Content.

b) Right to Post

You represent and warrant that you have the right to post all User-Generated Content you submit. Specifically, you warrant that you have fully complied with any third party licenses relating to User-Generated Content, and have taken all steps necessary to pass through to end users any required terms.

c) PingTring May Modify or Remove Content

We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User-Generated Content appropriate and complies with these Terms of Use, or refuse or remove any User-Generated Content that, in our reasonable opinion, violates any PingTring policy or is in any way harmful, inappropriate, or objectionable. PingTring further reserves the right to make formatting and edits and change the manner any User-Generated Content is displayed on the Website. Such formatting or editing shall in no imply that the Content is generated by PingTring.

d) Ownership of User-Generated Content

Except for Content that originates from PingTring, we do not claim ownership of any Content that is transmitted, stored, or processed in your account. You retain all ownership of, control of, and responsibility for User-Generated Content you post. You may control access to your User-Generated Content through settings in your user account.

e) License Grant

Solely to allow PingTring 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 PingTring and our successors a worldwide, sublicenseable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, distribute, and perform the Content in connection with PingTring's business purpose. This license does not

grant PingTring the right to sell User-Generated Content or otherwise distribute it outside of our Website. This license will terminate at the time when the Content is removed from the Website.

## **SERVICE PROVIDERS**

Service Provider is an independent person(s) or Company, which offers to perform services for prospective Clients. These services include but are not limited to, offers on various telecom services, sale of IT Hardware, old hardware or other related IT vendor services. The Service Providers are not employees of PingTring and PingTring only acts as an interface between Clients and Service Providers.

### a) Client-Service Provider Relationship through Service Use

A Client-Service Provider relationship may be formed through the use of the Service between Users and Service Providers only. Clients may post Jobs through the Service. Service Providers may submit Bids and negotiate details of these Jobs prior to acceptance. Upon acceptance, the scope of a Service Provider's representation is strictly limited to the matter agreed upon in the Bid unless Client and Service Provider subsequently formalize their arrangement via a signed engagement letter or other written agreement, in which case the most recent written agreement would take precedence over a previously accepted proposal. You should not rely upon information contained in a Bid as a binding contract. PingTring takes every reasonable effort to ensure the privacy of Bids and other personal messages on our Service, but it cannot guarantee confidentiality. Communications requiring confidentiality should take place outside the PingTring Service, such as via telephone.

### b) User Responsibilities

Service Providers are solely responsible for ensuring that any information, solicitations, or advertisements they post or place on the Website, including without limitation User-Generated Content, and any communications they may have with prospective clients through the Website or the Service, fully comply with all applicable laws and rules of professional conduct, including those concerning the unauthorized practice of law and those regulating the form, manner or content of communications with clients, advertising, or other matters.

### c) Payment of Service Providers

Certain specific terms govern Service Providers and payment.

#### (i). PingTring Is Not A Party To Contracts

Clients may contract with Service Providers through posting and acceptance of Jobs. Such contracts are solely between the Client and the Service Provider. PingTring will not be a party to any contracts for Jobs submitted through our Service, unless posted by a PingTring officer. PingTring facilitates these contracts by supplying a platform for communication management and payment tools.

#### (ii). All Legal Fees Are Paid To Service Providers

PingTring does neither provide nor charge for services. PingTring may charge a transaction fee for each Job facilitated by PingTring in exchange for the services PingTring provides to our Users.

#### (iii). Service Providers Shall Receive Payment Through The Service For All User Transactions

Service Providers who receive Jobs through the Service shall receive payment through the service for all transactions related to that user, including subsequent transactions not necessarily related to the initial Job. If a Client is either unwilling or unable to make payment via PingTring, Service Provider agrees to notify PingTring of any new payment arrangement. However, the Service Provider shall make full endeavor to conclude the payment only through the Service of PingTring and proceed through the interface provided by PingTring.

### d) Promotional Codes and Credits

PingTring may, in its sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to a Service Provider's services, subject to the following terms and any additional terms that PingTring establishes on a per promotional code basis ("Promo Codes"). Promo Codes must be used by their intended audience, for their intended purpose, and in a lawful manner. Promo codes may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by PingTring. Promo Codes have no cash value and may expire or be

disabled by PingTring at any time, for any reason, prior to your use. PingTring reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that PingTring determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms.

### **THIRD PARTY CONTENT**

There may be content from third parties on PingTring's website, such as blog posts written by other users or links to other websites. Because we cannot control that content, we are not responsible for that content or for the websites that content may link to.

#### a) Access To Third Party Content

By using the Service, you will be able to access Content belonging to or originating from third parties ("Third Party Content"). Your use of the Service is consent for PingTring to present this Content to you. You acknowledge all responsibility for, and assume all risk for, your use of Third Party Content.

#### b) No Responsibility For Third Party Content

As part of the Service, PingTring may provide you with convenient links to third party website(s) as well as other forms of Third Party Content. These links are provided as a courtesy to Service subscribers. We have no control over third party websites or content or the promotions, materials, information, goods or services available on them. By linking to such content, we do not represent or imply that we adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than PingTring. We are not responsible for any Third Party Content accessed through our Website. If you decide to leave the Website and access Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any such content.

#### c) No Authorization To Use Third Party Content

This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third Party Content except as permitted by PingTring's terms and conditions.

## **COPYRIGHT INFRINGEMENT POLICY**

If you believe that material located on or linked to by PingTring violates your copyright, please notify PingTring regarding the same.

### a) Termination of Repeat Infringer Accounts

PingTring respects the intellectual property rights of others and requests that our Users do the same. We will terminate a User's access to and use of the Website if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of PingTring or others. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

### b) Take-Down Notices

If you are a copyright owner or an agent of a copyright owner and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Indian Copyright Act by sending a properly formatted take-down notice in writing to PingTring's designated copyright agent at [ping@PingTring.com](mailto:ping@PingTring.com).

### c) Response To Take-Down Notices

If PingTring takes action in response to an infringement notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by that party to PingTring. Any infringement notice may be forwarded to the party that made the content available or to third parties.

### d) Counter-Notices. If you believe that your User-Generated Content that has been removed from the Website is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content you

submitted to the Website, you may send a properly formatted counter-notice to PingTring's copyright agent using the contact information set forth above.

e) Response to Counter-Notices

If a counter-notice is received by PingTring's copyright agent, PingTring may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content will be reinstated on the Website in 10 to 14 business days after receipt of the counter-notice.

## **INTELLECTUAL PROPERTY NOTICE**

PingTring retains all ownership of our intellectual property, including our copyrights, patents, and trademarks.

a) No Transfer

PingTring retains ownership of all intellectual property rights of any kind related to the Website and Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Website and the Service may be the trademarks of other third parties. This Agreement does not transfer from us to you any PingTring or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this Agreement.

b) Specifically, PingTring, PingTring.com, and all other trademarks that appear, are displayed, or are used on the Website or as part of the Service are registered or common law trademarks or service marks of PingTring, Inc. These trademarks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from PingTring, except as an integral part of any authorized copy of the Content.

## **EMAIL COMMUNICATIONS**

We use email and electronic means to stay in touch with our users.

a) Electronic Communications Required. For contractual purposes, you:

- (i). consent to receive communications from PingTring in an electronic form via the email address you have submitted or via the Service; and
- (ii). agree that all Terms of Use, agreements, notices, disclosures, and other communications that PingTring provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. This section does not affect your non-waivable rights.

b) Legal Notice To PingTring Must Be In Writing

Communications made through email or the Service's private messaging system will not constitute legal notice to PingTring or any of our officers, employees, agents or representatives in any situation where notice to PingTring is required by contract or any law or regulation.

## **TERMINATION**

You may cancel this Agreement and close your account at any time. Termination of the PingTring Service does not terminate Client-Service Provider relationships or obligations.

a) You May Terminate This Agreement

If you wish to terminate this Agreement or your account with the Service, you may simply discontinue using PingTring. If you wish to delete your User account data, please contact PingTring at [ping@PingTring.com](mailto:ping@PingTring.com) [Contact address]. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile within 30 days.

b) PingTring May Terminate This Agreement

PingTring may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately.

c) Relationships Between Client and Service Provider Survive Termination

Termination of your relationship with PingTring does not affect your relationship with any Service Provider or Client you have retained through the PingTring Service. All legal, contractual, and ethical duties, obligations and responsibilities survive termination of the PingTring relationship.

d) Some Provisions Survive Termination

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **PAYMENT AND TRANSACTIONS**

a) Payment Process

Payment will be processed as specified in the proposal and/or invoice and agreed upon by the Client and the Service Provider. When a Job (or a segment thereof as pre-agreed in writing by the Client and the Service Provider) is marked as completed by the Service Provider, PingTring will inform the Client that the Job (or a segment thereof as pre-agreed in writing by the Client and the Service Provider) is complete. The Client must then pay the agreed-upon amount or request changes. If the Client has taken no action after 10 business days, PingTring will have the right to charge the Client's credit card, bank account, or PayPal account for the full amount of the agreed-upon fee or undisputed invoice, including an additional processing charge on any payment associated with services and/or other expenses paid out to a third-party (i.e. not the Service Provider). The Client may submit disputes over payment to [info@PingTring.com](mailto:info@PingTring.com).

b) Responsibility for Payment

You are responsible for all fees, including taxes and processing fees, associated with your use of the Service. By using the Service, you agree to pay the Service Provider through PingTring the amount agreed on in the Bid or undisputed invoice, unless you dispute the matter by sending an email to [ping@PingTring.com](mailto:ping@PingTring.com). You are responsible for providing us with a valid means of payment.

c) PingTring's Responsibility



PingTring agrees to present you with a full invoice of each charge in advance of charging your credit card or PayPal account. PingTring agrees to pay the applicable Service Provider the amount received, less PingTring's processing fee, if any.

d) Payment Authorization

By agreeing to these terms, you are giving PingTring permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize PingTring to satisfy. Depending on your Bid specifications, PingTring may charge you on a one-time or recurring basis. You authorize PingTring to charge you the full amount owed to any Service Provider via the Service, as well as PingTring's processing fee, if any. For the avoidance of doubt, in the event that in a particular instance a Service Provider only uses the Services to invoice you for services other than those which are the subject of a Bid, by placing your credit card or PayPal account on file with PingTring or our third party payment processor, you acknowledge and agree that the payment terms set forth in this Agreement shall apply.

e) Processing Fee Authorization

An applicable processing fee may be applied to payments to Service Providers prior to deposit in their bank account. By agreeing to these terms, you are giving PingTring permission to charge this fee and are fully aware that it is part of the transaction between yourself and the Service Provider.

## **DISCLAIMER OF WARRANTIES**

We provide our service "as is" and "as available", and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.

- a) PingTring provides the Website and the Service "as is," without warranty of any kind. Without limiting the foregoing, PingTring expressly disclaims all warranties, whether express, implied or statutory, regarding the Website and the Service including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

b) Specifically, PingTring makes no representation or warranty that the information we provide or that is provided through the Service is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, content or other material obtained from the Service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

### **LIMITATION OF LIABILITY**

We will not be liable for damages or losses arising from your use of the service or arising under this Agreement. Please read this section carefully; it limits our obligations to you.

To the extent permitted by applicable law, in no event will PingTring be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- a) the use, disclosure, or display of your User-Generated Content;
- b) your use or inability to use the Service;
- c) the Service generally or the software or systems that make the Service available; or
- d) any other interactions with PingTring or any other User of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not PingTring has been informed of the possibility of such damage, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. PingTring will have no liability for any failure or delay due to matters beyond our reasonable control. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

### **THIRD PARTY BENEFICIARIES**

Service Providers are intended third-party beneficiaries of this section of the Terms of Use. Any legal information provided on the Service is for

informational purposes only. PingTring and any creator of User-Generated Content containing information disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose, to the fullest extent permitted by law. In no event will PingTring or a Service Provider be liable for any damages (including, without limitation, incidental and consequential damages, personal injury / wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Service or the User-Generated Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not PingTring or contributors of User-Generated Content are advised of the possibility of such damages. Neither PingTring nor contributors of User-Generated Content are liable for any personal injury, including death, caused by your use or misuse of the Service or User-Generated Content.

#### **RELEASE AND INDEMNIFICATION**

- a) You agree to indemnify and hold harmless PingTring from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement.
- b) If you have a dispute with one or more Users, you release PingTring 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 such disputes.

#### **MODIFICATION OF TERMS OF USE**

PingTring may amend this Agreement from time to time, and in PingTring's sole discretion. We will provide notification to Users of material changes to this Agreement

- a) by sending a notice to the primary email address specified in your account, which will take effect immediately upon our sending of this email, and/or
- b) through our Website at least 30 days prior to the change taking effect by posting a notice on our home page. Non-material changes to this Agreement will take effect immediately. We encourage visitors to frequently check this page for any changes to this Agreement. Your

continued use of the Service after the effective date of a revised version of this Agreement constitutes your acceptance of its terms.

## **MISCELLANEOUS**

This Agreement is controlled by Indian law. You, and you alone, are responsible for any obligations you agree to under this contract. If we are involved in a merger or we are bought, we may transfer this Agreement, as long as your rights are protected. You may only agree to these terms if you are able to form a binding contract in your state. These terms, including our Privacy Policy, are the complete agreement between us, and no other terms apply.

### a) Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and PingTring and any access to or use of the Website or the Service are governed by the laws of India and the laws of NCT of Delhi, without regard to conflict of law provisions. You and PingTring agree to submit to the exclusive jurisdiction and venue of the courts located in Delhi, India, except as provided below in this Agreement.

### b) Severability

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of PingTring to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

### c) Limitation of Term of Action

You agree that any cause of action related to or arising out of your relationship with PingTring must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

### d) Arbitration

Should a dispute arise between you and PingTring, we would like to provide you with a neutral and cost-effective means of resolving the

dispute quickly. Therefore, for any claim (except for claims for injunctive or equitable relief or claims regarding intellectual property rights) under this Agreement, either party may elect to resolve any dispute arising under this Agreement through binding non-appearance-based arbitration. The seat of arbitration shall be Delhi with the governing law being the laws as applicable to NCT of Delhi, as aforementioned. The party electing arbitration must initiate it through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules:

- (i). the arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions;
- (ii). the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- (iii). any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

e) Non-Assignability

PingTring may assign or delegate these Terms of Use and/or the PingTring Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without PingTring’s prior written consent, and any unauthorized assignment and delegation by you is void.

f) Section Headings and Summaries Non-Binding

Throughout this Agreement, each section includes titles and brief summaries of the terms and conditions therein. These section titles and brief summaries are not legally binding.

g) Complete Agreement

These Terms of Use, together with the Privacy Policy at \_\_\_\_\_, represent the complete and exclusive statement of the agreement between you and PingTring. This Agreement supersedes any proposal or prior agreement oral or

written, and any other communications between you and PingTring relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by an authorized PingTring executive, or by the posting by PingTring of a revised version.

h) Authorization to Contract

You represent and warrant that if you are an individual, you are of legal age to form a binding contract; or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these terms and conditions.