TERMS OF SERVICE AGREEMENT

First Release: October 14, 2018

PLEASE READ THIS TERM OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS / SERVICES FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the "Agreement") governs your use of this website, www.ticservices.in (the "Website"), TIC Technology Solutions LLP ("Business Name") offer of products / services either FREE or for purchase on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. TIC Technology Solutions LLP (herein after called as TTS) reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. TTS will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. TTS encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with TTS for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. PRODUCTS

<u>www.ticservices.in</u> is a technology platform through which individuals / freelancers could

- Explore career opportunities with enterprises who post their requirements
- Upskill by enrolling for training
- Participate in blogs

And enterprises could

- Find professionals meeting their skills & certification requirements
- Publish training courses and get participants
- Manage their services & quality

By making any transactions through our website, as an individual user or an enterprise user, you agree to the terms set forth in this Agreement.

Freelance Users: As an individual or a freelancer, you sign-up by registering in the website at your free-will. Our website serves as one of the mediums of contact and exchange of information for the registered users having a bona fide intention to contact and/or be contacted for the purposes related to genuine existing job vacancies otherwise known as 'Postings' created by recruiters / Enterprises. While

registering or updating the profiles, it is expected that the registered members disclose their information including skills and certifications in a <u>self-certified manner</u>, <u>in good faith</u>.

Note on Bidding in a Posting / Vacancy: When bidding in a posting / vacancy, as an individual or freelancer, you are required to ensure availablility of 'Work Permit' in the event the Enterprise / Recruiter has not included 'Work Permit' as part of job description

Enterprise Users: Enterprise Users sign-up by registering in the website to explore our website as an alternative channel for hiring professionals. Our website serves as one of the mediums of contact and exchange of information for the registered users having a bona fide intention to contact and or be contacted for the purposes related to genuine existing job vacancies otherwise known as 'Postings' created by Enterprise Users or recruiters. Our website expects that the registered individuals / freelancers have disclosed their information including skills and certifications in a <u>self-certified manner, in good faith</u>. Enterprise Users assume responsibility or have sole discretion for hiring the professionals / individuals / freelancers based on the information provided in the website.

Note on Work Permit for Shortlisted Bids: If you as an Enterprise, have included 'Work Permit' as part of job description, you are required to ensure availablility of 'Work Permit' to the selected / shortlisted bidders or individuals / freelancers. It cannot be the reason for rejecting shortlisted bidders.

Note on Selection / Shortlisted Bids: When shortlisting a bid or bids in a posting / vacancy, as an enterprise, kindly honour the terms of contract. This has bearing on the reputation of the website.

Training Services: Enterprise Users sign-up by registering in the website to publish their training programs. Our website serves as one of the channels for promoting the training programs / courses. It enables the registered users to participate in the training programs / courses after making payment of fees.

Our website as an aggregator, facilitates payment (training fee) collection for the training courses offered by the Enterprises (Training Providers) through a payment gateway service provider. Any erroneous transaction due to network or system error would be addressed by the gateway service provider. Our website would not be liable for loss of any data or information.

When a training program / course is conducted by means of 'Webcast' or 'Internet', it is the responsibility of the training service provider to ensure the availability of content. It is also the responsibility of the participants to have necessary bandwidth to access such content.

Enterprises undertake responsibility for the training course, content, etc. If any inadequacy is observed in the training content / course, participants are requested to contact the training service provider directly. Our website also provides rating mechanism for the participants to rate the training programs. Such ratings of the training service providers would be available in future to the users. **Managed Services:** This is a 'Self-Service' platform, offered by TTS on subscription basis. Terms and conditions of the subscription is mutually agreed between the enterprise and TTS.

Data Integrity / Data Loss: Our website would not be held liable for loss of any data technically or otherwise, or insertion or information / data or particulars across all the above services, due to acts of God as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities. We offer no guarantee nor warranties that there would be a satisfactory response or any response at all once the information / data is fed by the user. We assume no responsibility in respect thereof and expressly disclaims any liability for any act, deed or thing which the user may so do, pursuant to the receipt of the response, if any, to the information/ date being fed into the network system made / developed by TIC Technology Solutions

Government Taxes: Goods & Services Tax (GST as known in India) or any other taxes will be as applicable. If you purchase any Products / Services, you will be responsible for paying any applicable sales tax.

Proprietary Rights. TIC Technology Solutions LLP has proprietary rights and trade secrets in the Products / Services. You may not copy, reproduce, resell or redistribute any Product / Services developed and / or distributed by TIC Technology Solutions LLP. TIC Technology Solutions LLP also has rights to all trademarks and

trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

II. WEBSITE

Content / Intellectual Property / Third Party Links: In addition to making Products available, this Website also offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites, about nutritional and dietary supplements. TIC Technology Solutions LLP does not always create the information offered on this Website; instead the information is often gathered from other sources. To the extent that TIC Technology Solutions LLP does create the content on this Website, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites are provided solely as a convenience to you. TIC Technology Solutions LLP does not endorse the contents on any such third-party websites. TIC Technology Solutions LLP is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.

Use of Website: TIC Technology Solutions LLP is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international

laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website

License: By using this Website, you are granted a limited, non-exclusive, nontransferable right to use the content and materials on the Website in connection with your normal, noncommercial, use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from TIC Technology Solutions LLP or the applicable third party (if third party content is at issue).

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant TIC Technology Solutions LLP a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. TIC Technology Solutions LLP does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. TIC Technology Solutions LLP is not liable for any damage or harm resulting from any posts by or interactions between users. TIC Technology Solutions LLP reserves the right, but has no obligation, to monitor interactions between and among users of the

Website and to remove any content TIC Technology Solutions LLP deems objectionable, in sole discretion.

III. DISCLAIMER OF WARRANTIES

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TIC Technology Solutions LLP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS. ("PRODUCTS" INCLUDE TRIAL PRODUCTS.)

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TIC Technology Solutions LLP MAKES NO WARRANTY:

THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THAT DEFECTS IN PRODUCTS WILL BE CORRECTED.

REGARDING ANY PRODUCTS PURCHASED OR OBTAINED THROUGH THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IV. LIMITATION OF LIABILITY

TIC TECHNOLOGY SOLUTIONS LLP ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHWERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE.

TIC TECHNOLOGY SOLUTIONS LLP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

V. INDEMNIFICATION

You will release, indemnify, defend and hold harmless TIC Technology Solutions LLP, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data vou supplied to TIC Technology Solutions LLP. When TIC Technology Solutions LLP is threatened with suit or sued by a third party, TIC Technology Solutions LLP may seek written assurances from you concerning your promise to indemnify TIC Technology Solutions LLP; your failure to provide such assurances may be considered by TIC Technology Solutions LLP to be a material breach of this Agreement. TIC Technology Solutions LLP will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of TIC Technology Solutions LLP choice at its expense. TIC Technology Solutions LLP will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole

responsibility to defend TIC Technology Solutions LLP against any claim, but you must receive TIC Technology Solutions LLP prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

VI. PRIVACY

TIC Technology Solutions LLP believes strongly in protecting user privacy and providing you with use of data. Please refer to TIC Technology Solutions LLP privacy policy, incorporated by reference herein, that is posted on the Website.

VI. AGREEMENT TO BE BOUND

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL

Force Majeure. TIC Technology Solutions LLP will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott. Cessation of Operation. TIC Technology Solutions LLP may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and TIC Technology Solutions LLP and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of TIC Technology Solutions LLP to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from Pune, Maharashtra. This Agreement will be governed by the laws of the State of Maharashtra, India, without regard to its conflict of law principles to the contrary. Neither you nor TIC Technology Solutions LLP will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Maharashtra. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents. Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination. TIC Technology Solutions LLP reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and TIC Technology Solutions LLP may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, TIC Technology Solutions LLP reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until TIC Technology Solutions LLP chooses, in its sole discretion and without advance it.

Domestic Use. TIC Technology Solutions LLP makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. TIC Technology Solutions LLP may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

www.