

## "TERMS OF USE"

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY AS YOUR USE OF THE SERVICES THEREIN ARE SUBJECT TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS ("TERMS" / "AGREEMENT").**

BY REGISTERING, ACCESSING OR OTHERWISE USING THE PLATFORM, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS OF USE AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ARTH PADARTH FACTORS AND FINANCE PRIVATE LIMITED, (HEREINAFTER REFERRED TO AS THE "AP FACTOR") .

WHILE USING THE PLATFORM, YOU MAY BE SUBJECT TO ANY POSTED GUIDELINES OR RULES APPLICABLE TO THE PLATFORM. ALL SUCH GUIDELINES OR RULES ARE HERBY INCORPORATED BY REFERENCE INTO THIS TERMS. BY USING OR ACCESSING THE PLATFORM, YOU DE-FACTO AGREE TO THE FOLLOWING TERMS.

YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS OF THIS AGREEMENT. YOUR REGISTRATION ON THE PLATFORM CAN BE DEEMED TO BE YOUR CONSENT TO ACCESS YOUR SENSITIVE PERSONAL DATA OR INFORMATION FOR PROVIDING SERVICES TO THE USER.

IF YOU DO NOT AGREE TO ALL OR ANY OF THESE TERMS, DO NOT USE THE PLATFORM.

IF YOU CONTINUE TO USE THIS PLATFORM, YOU ARE AGREEING TO BE BOUND BY THESE TERMS, - ALONG WITH THE CONFIDENTIALITY TERMS ("CONFIDENTIALITY TERMS") AND PRIVACY POLICY ("PRIVACY POLICY") WHICH GOVERN YOUR RELATIONSHIP WITH US.

We, AP Factor ("**Company**", "**we**", "**us**", "**our**") are license holder of the licensed work comprising of a website web-based application '**ArtfineBilz** and as amended from time to time, together referred to as the "**Platform**". The Platform acts as a facilitator on real time basis between Users (defined below) who intend to avail services on platform to avail financing and collection services, under any product offered by AP Factor or any other services as mutually agreed ("**Services**").

### **1. DEFINITIONS:**

- 1.1. "**Administrator**" means the administrator/host/owner of the Platform.
- 1.2. "**Buyer**" means any institution registered on the Platform and is a Buyer of goods and /or services in transaction on the platform .
- 1.3. "**Financer**" shall mean the AP Factor who shall offer services on platform to avail financing and collection services, under any product offered by AP Factor or any other services as mutually agreed.

- 1.4. **“Validators”** means any User / Authorised representative who are authorized to provide certifications including but not limited to Rating agencies, auditors, chartered accountants, trustees for securitization and lawyers on the Platform desirous of providing Services.
- 1.5. **“Platform”** shall mean this platform where the Services would be facilitated.
- 1.6. **“Personal Information”** means information that can be used to personally identify the User, including but not limited to User’s name, email address, password, mobile number, KYC documents, company details, designation, bank account details and SEBI registration number.
- 1.7. **“Seller”** means any institution registered on the Platform and is a Seller of goods and /or services in transaction on the platform.
- 1.8. **“Users”** means “You”, “Your”, “Validators”, authorised representatives of users or Buyers or sellers (as the case maybe) or any “Other” as registered on the Platform and includes means any person or organization who registers and creates a user account on the Platform for availing the Services provided through the Platform;
- 1.9. **“User Content”** means and include means any Personal Information, KYC documents, content, Invoice, Financing request, transaction details, information documents, and any other information uploaded by the Users on the Platform;  
“

## 2. PLATFORM USE:

Users may use the Platform subject to acceptance of these Terms.

## 3. ELIGIBILITY:

- 3.1. To be eligible for availing the Services, You must be;
  - (a) legally competent and authorized to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms of Use;
  - (b) 18 years of age or older, this Platform is not directed for use by any User under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use the Platform.
- 3.2. By using this Platform, you represent and warrant that you have the right, authority, and legal capacity to enter into this Agreement, such that you are not disqualified by any Applicable Laws; you are required to submit relevant Personal Information to us ; and that you are not prohibited or prevented or temporarily or indefinitely suspended by any Applicable Law for the time being in force or any order or decree or injunction from any court, tribunal or any such competent authority.

## 4. REGISTRATION:

- 4.1. You understand that to avail the Services of the Platform it is mandatory to register with us therefore; You must complete the registration through self-onboarding or as per instructions given by AP Factor. You agree that any information provided by You will always be accurate, correct and complete and in the event that we find that you have created or attempted to create multiple or anonymous Accounts or have been misrepresenting yourself, AP Factor may block or restrict you from creating such in

future. By using the Platform, You shall be solely responsible for maintaining the confidentiality of the Account and for all other activities that occur under Your Account.

- 4.2. You shall be responsible for maintaining the confidentiality of Your Account and password and You agree to accept responsibility for all activities that occur under Your Account or password and of the Services in Your name. AP Factor also reserves the right to refuse registration of or terminate Accounts which AP Factor deems inappropriate.
- 4.3. You agree that the information You provide to AP Factor at the time of registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times.

## **5. SERVICE DESCRIPTION:**

- 5.1. This Platform enables Users to create their own/unique Account/ profile providing certain Personal Information(s) which is to be displayed on the Platform, such Personal Information may be used by other User's if it meets their requirements posted on the Platform.
- 5.2. The Platform facilitates the Users to create/generate invoices, transacting the invoices, accepting the invoices, request for financing, keep a track record of due dates and default dates, etc. which helps the User to track the status of the invoices and take appropriate actions, if any.
- 5.3. The Platform provides chatting / messaging, to facilitate communication between You and other Users with similar interests and interact with them.
- 5.4. You understand AP Factor does not provide any warranty for the User Content and any information, transaction conducted on the Platform. Users are solely responsible for the User Content and/ or any transactions they post on the Platform. User represents and warrants that it shall not post the details of any contraband or illegal products;
- 5.5. You agree that, prior to using any Services made available by the AP Factor , You have read and understood the terms and contents of the User Content which made available by the Users and have sought required information documents, statements, if any, and any other offer documents including schemes of the third party service provider;
- 5.6. You agree and acknowledge that the Platform is a mere facilitating the transaction between the Users and that all terms and conditions relating to the creation and processing of transactions in any User Content are governed by the terms and conditions of the respective facility agreements with AP Factor. You agree, prior to using the Services of AP Factor and availing any benefits of the User Content, You shall peruse the terms and conditions of the facility agreements which govern the transaction and abide by the same;
- 5.7. You are not granted the right to license, republish, distribute, copy, assign, sublicense, transfer, sell, prepare of derivative works or other non-personal use any content on the Platform. No part of any content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than the use explicitly authorized by AP Factor. You may not access or use the Platform in any way that could or is intended to damage or impair the Platform, or any server or network underlying the Platform, or interfere with anyone else's use of the Platform.

- 5.8. You are aware that any transaction in financial services / securities shall be subject to fluctuations and risks and AP Factor shall not be responsible for any losses incurred by you attributable directly or indirectly to such market risks.
- 5.9. You shall at your own risk and expense conduct the necessary due diligence and exercise care, caution and diligence with respect to any transaction on the Platform;
- 5.10. You are aware that AP Factor takes no responsibility that your computer system or any electronic device is compatible for the usage of the Platform. Further, AP Factor shall not be liable for any damage to Your computer system or loss of data that results from usage of the Platform in any manner.
- 5.11. You understand that, You are solely responsible for transactions with other Users. AP Factor reserves the right, but has no obligation, to monitor disputes between you and other Users. AP Factor also reserves the right to take appropriate action against errant Users. AP Factor expressly disclaims any responsibility or liability for any transactions or interactions between the Users *inter-se*.
- 5.12. You understand that, although we endeavor our reasonable efforts to verify and monitor the other Users profile or Account, however information, transaction provided at the Platform including but not limiting to the Personal Information of other Users, may not be correct, true or reliable. Any such reliance placed, or action taken by User's thereon is entirety at the User's sole discretion/ risk. You are advised to take Your own due diligence with respect to the Platform content or other User's Account sought to be taken advantage of, at their own initiative, cost and effort.
- 5.13. You understand that AP Factor does not undertake or endeavor to authenticate, examine, screen, endorse, sanction, ratify or investigate any information or assertion comprised in the profiles uploaded by the Users, or any other content on the Platform, nor does it in any manner whatsoever certify or attest the same to be genuine, correct, verified or true. All due diligence, effort and initiatives must be exercised by those wishing to use any information found on the Platform and should take adequate precautions with the full and complete knowledge that all information contained in profiles that have been placed there directly by Users to the Platform without any prior intimation, consent or verification of the same by AP Factor. You agree and understand that, You shall not use or avail the Services for another purpose for which it is intended, and shall not misrepresent or fraudulently use this Platform to extort money or favor from any persons or Users of the Platform. AP Factor shall in no events or circumstance is or will be held liable, responsible for any action, act, consequential or otherwise any loss or damage resulting from anyone's use of the Platform or the Service and / or any Content posted on the Platform or transmitted to Users.
- 5.14. You understand that all your Personal Information uploaded by You or any other Users of the Platform are meant to be displayed on the Platform and it may be publicly available or may become the public knowledge. You agree that AP Factor at no extra cost to the Users may use such Personal Information (s) for the purpose of advertising or publicity at any other platform.
- 5.15. You represent and warrant that you shall not copy, duplicate, download publish, modify and distribute material on the Platform unless specifically authorized by the AP Factor in this regard. The user undertakes not to establish any deep link or attempt to circumvent the Platform or establish any other connection to any specific page of the Platform other than the Home Page without obtaining prior consent of the AP Factor .

- 5.16. You represent and warrant that, Your use of the Platform is limited for the Service provided to You, You understand that AP Factor at its sole discretion, in order to provide You with all the features of the Platform opted by You will undertake certain KYC verification process.
- 5.17. Using this Platform for any other purpose for which it is not intended will render termination of Your access to the Platform.
- 5.18. You agree and understand that, to exercise precaution or diligence for privacy, safety of Users, or better functioning of the Platform, we may screen or regulate your transactions with other Users/ Members. AP Factor may, to protect the privacy or safety also delete such unwarranted data.

## **6. PAYMENT**

- 6.1. For the purpose of availing the Services, You may be required to pay certain charges through mode of payment as indicated to you by AP Factor from time to time ("**Charges**"). You are responsible for providing complete and accurate billing and contact information to AP Factor and notifying us of any changes to such information. Charges will be exclusive of applicable taxes where required by law and such taxes shall be borne by You. All Charges are due immediately and payment will be facilitated by the You in the manner as indicated by AP Factor from time to time.
- 6.2. Charges paid by you to AP Factor are final and non-refundable, unless otherwise determined by AP Factor.

## **7. USER CONTENT**

- 7.1. You understand that AP Factor without any notice may delete any User Content if AP Factor found that such User Content are clear violation of the Term of use of the AP Factor's or its Privacy policy or Confidentiality Terms or it is offensive, illegal, or that might violate the rights, harm, or threaten the safety of AP Factor.
- 7.2. You agree that AP Factor shall not be liable for such sharing or disclosure of Personal Information by the service providers or other Users.
- 7.3. You understand that any User Content or data You or any other User which is uploaded, shared on Platform, is deemed to grant unconditional or irrevocable right, license to use, store, distribute, reproduce, modify, adapt such Content on the Platform and to the other User's from time to time.

### **7.4. THIRD PARTY CONTENT AND ADVERTISEMENTS**

You acknowledge that when You access a link that leaves the Platform, the website that you will enter into is not controlled by AP Factor and different terms of use and privacy policies may apply. By accessing such third party links to other website, You acknowledge that AP Factor is not responsible for the content and performance of any of those websites or for your transactions with them. AP Factor has no liability to remove or in any manner block such third party links or pop-ups. The Platform may contain third party advertisements. The display of such advertisements does not in any way imply an endorsement or recommendation by AP Factor of the relevant

advertiser or the merchant, its products or services. You are referred to the relevant advertiser or merchant for all information regarding the advertisement and its products and/or services. AP Factor accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction. AP Factor makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service, or application found at any of the third party links. AP Factor shall not be responsible for the availability of the third-party links or the content or activities of such sites. AP Factor does not in any way operate, control or endorse any information, products or services provided by third parties links. If you decide to access the third-party links, you do so at your own risk. In addition, your use of these links is subject to any applicable policies and terms and conditions of use, including but not limited to their privacy policy.

## 8. USER'S RESPONSIBILITIES:

- 8.1. **Account Management:** The User shall be solely responsible for managing its administrative Account and/or avail the Services. User shall ensure that the Users shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of User's account. The User shall be responsible for maintaining the confidentiality of User's account and password and AP Factor bears no liability with respect to the same.
- 8.2. **Compliance with Laws:** The Users shall comply with, all applicable local, state, national and foreign laws, in connection with their use and access of the Platform. Further, the Users agree to abide by the applicable regulatory laws issued by any regulatory bodies or otherwise as per the applicable laws.
- 8.3. **Unauthorized Use; False Information:** The Users shall: (i) notify AP Factor immediately of any unauthorized use of any password or user id or any other known or suspected breach of security in relation to the Platform, (ii) report to AP Factor immediately and use reasonable efforts to stop any unauthorized use of the Platform, that is known or suspected by the Users, and (iii) not provide false identity information to gain access to or use the Platform.

## 9. LICENCE AND RULES OF CONDUCT:

- 9.1. Subject to terms and conditions of this Agreement, AP Factor hereby grants You a non-exclusive, non-assignable, non-transferable and limited license to use the Platform for Your personal use only and for no other purposes.
- 9.2. You agree not to reverse engineer, reproduce, publish, re-publish, disassemble, disseminate, modify, copy, distribute, transmit, display, perform, license, create derivative works from, transfer, or sell any material, service or feature, information, software of the Platform and further agree not to use this Platform as part of any another application, upload of any virus, use any content for commercial purposes, access or modify partially or otherwise to any source code, track or monitor the other users, do anything that puts an enormous/ unreasonable load on our servers, copy or create derivative work on the Platform.

## **10. OWNERSHIP OF INTELLECTUAL PROPERTY:**

- 10.1. All the rights including but not limited to intellectual property rights subsisting under or in relation to the Platform are licensed to AP Factor and its affiliates, subsidiaries, licensors as the case may be. All the rights including but not limited to intellectual property rights subsisting under or in relation to the User Content are owned by such User as the case may be. AP Factor respects copyright, and AP Factor prohibits You from submitting, uploading, posting, or otherwise transmitting any User Content or details on the Platform that violates another person's proprietary rights. Nothing contained on the Platform may be copied or construed as granting any license or right to use any content and/or intellectual property without our prior written permission. Your access to the Platform shall not be construed as granting any right to you to make any claim in respect of the intellectual property rights owned by us or those that may be owned by us in future.
- 10.2. If You believe that the Platform contains elements that infringe any intellectual property rights, please notify us immediately. If AP Factor receives intellectual property right infringement claim notification, and it is felt appropriate, AP Factor may, at its sole discretion, remove all such content which is indicated as infringing and/or take any other appropriate action at our discretion, without providing any justification or notice to You.
- 10.3. All materials on this Platform, including but not limited to the content of the AP Factor , are protected by copyright under the copyright laws. You cannot use the Platform or the content of the AP Factor , except as specified herein. There may be number of proprietary logos, service marks and trademarks found on the Platform whether owned/used by us or otherwise. By displaying them on the Platform, AP Factor is not granting You any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the such proprietary logos, service marks, or trademarks may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

## **11. PROHIBITED CONDUCT:**

- 11.1. Users shall not engage in any of the following activities:
  - (a) Upload any content which is in contravention of the laws of any regulatory boards as per the applicable laws;
  - (b) Use the Services or the Platform for any purpose that is illegal, unlawful or prohibited by these Terms and shall not violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights;
  - (c) Which are offensive or invasive to any person, User's, visitors or third party, such as Content that promotes racism, incite hatred or physical harm of any kind against any group or individual;
  - (d) Promotes information that You know or has knowledge of the same is false, untrue, misrepresentation of false assertions or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous to any Users, or officials or representatives of AP Factor;

- (e) Display of pornographic, obscene or sexually explicit material of any kind on the Platform; Harass, threaten, disrupt or harm any other Users or officials or representatives of AP Factor or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- (f) You may not use the Platform, or any information provided through the Platform for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.
- (g) Remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platform;
- (h) Engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling" and "phishing" as those terms are commonly understood.
- (i) Use Platform in any manner that threatens or is likely to threaten the integrity, performance or availability of the Services or the Platform;
- (j) Reverse engineer, decompile or otherwise extract the source code(s) or data related to the Platform or any part thereof;
- (k) You will not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Platform;
- (l) You will not use the Platform to develop any competing platforms, applications, websites or products which are similar or substantially similar to the Platform;
- (m) Use the Platform in any manner that can damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Platform, or interfere with any other third party's access to and enjoyment of the Platform;
- (n) You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Platform, the server on which our Platform is stored, or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack;
- (o) Non-compliance of the aforesaid events may lead to immediate deletion or blocking of your profiles, AP Factor may rescind your access to the Platform without any provisions for refund of your Charges.

## 12. DISCLAIMER:

THE PLATFORM IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF OR ACCESS THEREBY IS AT YOUR OWN RISK AND DISCRETION. THE PLATFORM IS NOT HACK PROOF. THE USER CONTENT MAY GET PILFERED, DAMAGED, LOST, GARBLED OR BECOME USELESS. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS. USERS UNDERSTAND, ACKNOWLEDGE



AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO YOUR USER CONTENT, QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SAFETY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION OF THE USER CONTENT. WE DO NOT REPRESENT AND WARRANT THAT USERS USE OF THE PLATFORM WILL MEET THEIR REQUIREMENTS, OR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR ANY INFORMATION OBTAINED BY THE USERS AS A RESULT OF USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO CONSULT OR CONDUCT DUE DILIGENCE WITH RESPECT TO THE USER CONTENT, AT YOUR OWN INITIATIVE, COST AND EFFORT. AP FACTOR HAS DEVELOPED THE PLATFORM AS A MERE COORDINATOR BETWEEN THE USERS AND AS SUCH AP FACTOR SHALL NOT BE LIABLE FOR THE INFORMATION PROVIDED BY USERS OR OTHERWISE TRANSMITTED ON THE PLATFORM. ANY RELIANCE ON SUCH INFORMATION OR THE USE OF ANY SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

ALL LIABILITY WHETHER CIVIL OR CRIMINAL RESULTING FROM ANY USER CONTENT OR INFORMATION OR CONTENT OR BLOGS POSTED OR TRANSMITTED ON THROUGH THIS PLATFORM WILL BE THAT OF THE USERS OR THIRD PARTY WHO HAS POSTED OR TRANSMITTED SUCH USER CONTENT OR INFORMATION AND WE RESERVE OUR RIGHT TO CLAIM DAMAGES FROM SUCH USER OR THIRD PARTY THAT IT MAY SUFFER DUE TO SUCH CONTENT POSTED ON PLATFORM. WE DO NOT CLAIM OWNERSHIP OF ANY KIND OF ANY INFORMATION THAT YOU SUBMIT OR MAKE AVAILABLE ON PLATFORM. AP FACTOR WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY. WE RESERVE THE RIGHT TO DISCONTINUE OR ALTER ANY OR ALL OF OUR PLATFORM SERVICES AND TO STOP PUBLISHING THE PLATFORM, AT ANY TIME IN OUR SOLE DISCRETION WITHOUT NOTICE OR EXPLANATION; AND SAVE TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THESE TERMS OF USE, YOU WILL NOT BE ENTITLED TO ANY COMPENSATION OR OTHER PAYMENT UPON THE DISCONTINUANCE OR ALTERATION OF ANY SERVICES, OR IF WE STOP PUBLISHING THE PLATFORM.

### **13. LIMITATIONS OF LIABILITY:**

In no event, shall AP Factor or any of its affiliates be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data including User Content or monetary losses, arising out of or in any way connected with the use of the Platform or for interrupted communications, delay, lost data including User Content or monetary losses arising out of or in connection with these Terms.

#### **14. INDEMNIFICATION:**

Users agree to indemnify AP Factor and hold it harmless from and against any claims arising out of or relating to: (i) details and User Content that You submit or transmit on the Platform, (ii) Your violation of any rights of any other person in connection with the Services, (iii) infringement or threatened infringement of any third party intellectual property rights, (iv) any breach of the terms and conditions of these Terms, (v) any breach or violation of applicable laws and regulations (vi) any breach of representation and warranties made in relation to the Services (vii) transactions (present and subsequent) between You and other Users.

#### **15. PRIVACY POLICY AND CONFIDENTIALITY TERMS:**

AP Factor is committed to responsibly handling the information and data we may collect through the Website in compliance with our Privacy Policy confidentiality terms.

#### **16. FORCE MAJEURE:**

Without limiting the foregoing, under no circumstances shall AP Factor be held liable for any damage or loss due to deficiency in performance of the Platform resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, change in laws and regulations, or any other government regulations, floods, storms, electrical failure, epidemics, civil disturbances, riots, lockdowns, pandemics or any other similar events.

#### **17. TERM, TEMPORARY SUSPENSION AND TERMINATION:**

17.1. The term of this Agreement shall be valid, effective and subsisting subject to your subscription plan of our Service.

##### **17.2. Temporary Suspension**

- (a) AP Factor, at its own discretion, has the right to temporarily disable any User's account, without providing any justifications or without any cause or notice.
- (b) On any breach as per AP Factor's discretion, AP Factor may also block access to the User's account, without any further liabilities.

##### **17.3. Termination**

- (a) You understand that, AP Factor may restrict, suspend, terminate or cancel Your access to the Platform at any time upon expiration of Your subscription plan, You understand that You shall not be entitled to any refund or reimbursement of any

un-utilized Charges, also all the Content of Your Profile shall be deleted and cannot be revived back. Further, AP Factor may at any time, terminate these Terms, if:

- (b) You breach any terms and conditions of these Terms or;
- (c) You have used the Platform for business or commercial transaction or used automated or other means to send bulk messages.
- (d) You have engaged in or used the Platform in an unprofessional or illegal manner or in any manner to dupe, lure, defraud other Users.
- (e) You have engaged or conducted in prohibitive or inappropriate communication with the other Users not limited to usage of unprofessional language, misrepresenting yourself.
- (f) AP Factor is required to do so under law;
- (g) AP Factor chooses to discontinue the Services offered to any Users or permanently disable access to the Platform.

## **18. ASSIGNMENT**

AP Factor may transfer, assign, novate, sub-contract or otherwise dispose of any of its rights, benefits, liabilities or obligations under the Terms at any time or may involve or appoint any third party to satisfy its obligations, without any liability to notify the Users.

## **19. SURVIVAL:**

Provisions such as, disclaimer of warranties, limitation of liability, indemnity, ownership of intellectual property, general provisions, prohibited conduct shall survive any termination.

## **20. CHANGES TO THESE TERMS**

Please revisit [www.apfactors.com](http://www.apfactors.com) periodically to stay aware of any changes to these Terms, which AP Factor may update from time to time. If AP Factor modifies or amends these Terms, AP Factor will make it available through the Platform or website and indicate the date of the latest revision.

## **21. CONTACT US**

If You have any questions or concerns or grievances regarding these Terms, You can email us at the AP Factor's email-address [artfinebilz@artfine.in](mailto:artfinebilz@artfine.in)

## **22. GOVERNING LAW:**

This Agreement and Your use of the Platform is governed by, construed and enforced in accordance with the laws of Republic of India and, for the purposes of any legal or equitable actions, You specifically agree and submit to the exclusive jurisdiction and venue of the Courts in Mumbai, State of Maharashtra.

## **23. WAIVER:**

The AP Factor 's failure to insist on or enforce strict performance of any of these Terms shall not be construed as a waiver of any provision or right.

**24. SEVERABILITY:**

If any part of these Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**25. NO AGENCY:**

You agree that no joint venture, employment, or agency relationship exists between you and AP Factor as a result of these Terms or due to your use of the Platform or any of its Services.

**26. ENTIRE AGREEMENT:**

These Terms, Confidentiality Terms and the Privacy Policy constitute the entire agreement between you and AP Factor relating to this subject matter and supersede any and all prior communications and/or agreements between you and AP Factor relating to this subject matter.