

Terms & Conditions for using LegalKart

The following terms and conditions constitute an agreement between you and Black Coat Technologies Private Limited ("LegalKart.com," "we," or "us"), the operator LegalKart.com (the "Website"). BY USING THE WEBSITE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO THESE TERMS & CONDITIONS, including that you consent to the information practices disclosed in our Privacy Policy, which is incorporated herein by reference, and that you are agree to comply with applicable laws, governed and interpreted by the country (hereinafter referred to as "India"). Please note that we offer the Website "AS IS" and without warranties. If you are registering an account or using the Website on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms & Conditions on such individual or entity's behalf.

In addition, you understand that the specific method, features and services offered on LegalKart.com may be altered, improved, removed or adapted at any time by LegalKart.com in its sole discretion and without any notice. If you do not agree with any of these terms, refrain using this Website.

General Terms:

1. LegalKart.com is no way, directly or indirectly responsible for the consultation and assistance provided by the Lawyers. We are a technology company enabling legal service providers to access the client demand through our platform. LegalKart.com has no control over the Services provided by the Lawyer listed on our platform as he is independent of LegalKart and not an employee ours. LegalKart.com will not be responsible in case of any issues/discrepancies with the Services provided by the Lawyer.

All of the materials and information on the Website are provided for informational purposes only, and may not reflect current legal developments or variances in the law of different jurisdictions. The materials and information on the Website do not necessarily reflect the opinions of the Lawyers of the Law Firms, their partners, clients or affiliates. The information in the Website is not guaranteed to be correct, complete or up to date. The mere receipt of an e-mail from or a "post" on the Website does not create an Lawyer-client relationship. The applicable Lawyer / Law Firm is solely responsible for providing its services to you, and you agree that LegalKart.com shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services (including, without limitation, claims based on malpractice). You agree that any claim arising out of your relationship with a Legal expert, Law Firm or Lawyer shall be brought solely against such Legal Expert, Law Firm or Lawyer because LegalKart.com is doing nothing more than aggregating all kind legal

service demand generated on the website for the listed lawyers, legal experts and the Law Firms to enable their respective practices, neither LegalKart.com nor any of its licensors or affiliates shall be included within any such claim.

LegalKart.com, Legal experts, Lawyers / Professionals using LegalKart.com to provide online consultations (collectively "Lawyers"), Affiliates and Third-party providers (collectively "Affiliates") would serve you to the best of their ability under the following terms and conditions:

1. Using the LegalKart.com Website

All users must be eighteen years or older. In the case of minor Consumers (under eighteen (18 years), a parent or guardian must accept this Agreement and guide all consultations under the services offered.

The User takes full responsibility for ensuring that the information submitted is accurate. LegalKart.com shall make no effort to validate any information provided by the Consumer for use in Services with respect to content, correctness or usability. We with an intention to provide the best service possible could ask you to share more information as and when needed.

2. How does it work?

If you choose to opt a Paid Service at LegalKart.com, you will be charged a fee. The fee paid by you is paid to the Lawyer and is a payment by which you compensate the Lawyer for the time spent in providing you with services in a limited-scope Lawyer-client relationship. The fee is also intended in part to cover LegalKart.com's technology maintenance & other costs involved in operating the Website business. The fee paid towards paid services is only towards the scope defined under the services offered for that particular booking and post the consultation, you may or may not engage the Lawyer directly towards any further services you wish to avail from the respective Lawyer. LegalKart.com is no way, directly or indirectly responsible for the consultation and assistance provided by the Lawyers. Once you pay the fee and your booking is confirmed, you are intimated about the same via email, SMS and / or phone.

WE DO NOT IN ANY WAY SOLICIT, ENDORSE, PROMOTE ANY INDIVIDUAL LISTED ON WEBSITE. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION.

3. Independence of Lawyers

The opinions, statements, answers (collectively "consultation") provided by the Lawyers via [Legalkart.com](https://legalkart.com) are solely the individual and independent opinions and statements of such individuals and do not reflect the opinions of Legalkart.com, its affiliates or any other organizations or institutions to which such Lawyer or such specialist or professional is affiliated or provides services. Legalkart.com does not recommend or endorse any specific Lawyers, products, procedures, opinions, or other information that may be mentioned on Legalkart.com or by a licensee of Legalkart.com. LEGALKART.COM is a technology platform to allow individual professionals to list themselves in order to have an access to demand in addition to their causal offline work.

The inclusion of professionals and specialists on Legalkart.com or in any professional directory on Legalkart.com does not imply recommendation or endorsement of such professional nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein. Such information is provided on an "as-is" basis and Legalkart.com disclaims all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose.

You agree that you understand Lawyers who participate in the Legalkart.com are not employed by or agents of Legalkart.com. Although Legalkart.com does require Lawyers to provide basic information about themselves to Legalkart.com and although Legalkart.com does rely upon and pass on this information to Users for their use, Legalkart.com does not separately verify this information and makes no representations as to the qualifications of any Lawyers. No listing of any Lawyer on this Website, and no information of any kind or answers provided by any Lawyer, constitutes an endorsement, recommendation or referral of any Lawyer.

In connection with their participation on Legalkart.com, Lawyers do make certain representations and warranties regarding the information they provide about the jurisdictions in which they are licensed to practice their profession and in good standing. Nevertheless, you are encouraged to investigate or perform your own due diligence concerning the Lawyers and their qualifications.

No representation is made that the quality of the professional services to be performed is greater than the quality of professional services performed by other Lawyers. We urge all potential clients to make their own independent investigation and evaluation before any Lawyer is being considered.

4. Membership Terms

You represent and warrant that you are at least eighteen years of age and that you possess the legal right and the ability to enter into agreements pertaining to Terms & Conditions, to register on the LegalKart.com Services under your own name and to use the LegalKart.com Services in accordance with the Terms & Conditions and abide by the obligations hereunder.

You are solely responsible for maintaining the confidentiality of your password and for all activities carried out under your LegalKart.com account. You agree to prohibit anyone else from using your password and immediately notify LegalKart.com of any unauthorized use of your password or other security concerns.

No party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

International members acknowledge and agree that LegalKart.com may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in our Privacy Policy. If you do not consent to such transfer, you may not use our Content or Services.

Your affirmative act of using this Website and/or registering for the Website or the Services constitutes your electronic signature to these Terms & Conditions and your consent to enter into agreements with us electronically.

The Website may only be used in good faith and may not be used to transmit or otherwise make available any information that is false or that you do not have a right to make available under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), to threaten, abuse, harass, or invade the rights of any person or entity, to infringe on any person or entity's intellectual property rights, or in any other way that could reasonably be deemed unethical, illegal, or offensive.

You may not misidentify yourself or impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity (e.g., pretend to be a different person or from a different company or organization).

Unless you have our prior written consent, you will not post advertisements or promotional materials, solicit participants and/or visitors of the Website, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website or its Services, use of the Website or its Services, or access to the Website or its Services.

You are prohibited from using any type of computer 'worm,' 'virus' or any other device that is intended or is likely to disrupt, overload, or otherwise impair the workings of any part of the Website. If you do engage in such conduct, the resulting damage will be hard to quantify as a fixed amount and thus you hereby agree to pay us liquidated damages in the amount of INR 1,00,0000 for each day that the Website is damaged until the Website is completely repaired and further unquantified damages which will occur due to your act will be assessed and you shall be liable to pay the same. This amount is derived by estimating the value of (1) the loss of good will caused by an inoperable Website, (2) the time and money it will take to repair the Website and to address the concerns of visitors. We are required to use reasonable efforts to repair the Website as quickly as possible. This clause will not prohibit us from seeking additional compensation if your conduct injures us in a way not expressly contemplated herein.

You are not permitted to collect or store personal data about other users.

You are not permitted to access the Website for the purpose of data mining or extracting content from the Website beyond your personal end use.

You are permitted to use the Website to find a Legal professional/Lawyer to perform services for you related to your issues and to obtain general information about similar cases (each, a "Permissible Use"). You are not permitted to use the Website for any other reason other than a Permissible Use as described above. Impermissible Uses shall include, but are not limited to, using the Website to order to solicit, hire, engage or otherwise work with the employees or affiliates of LegalKart.com or the Lawyers, to interfere or attempt to interfere in the relationship between LegalKart.com and such employees, affiliates, Lawyers, or for any other purpose other than described herein (each, an "Impermissible Use"). If you do engage in such conduct, the resulting damage will be hard to quantify as a fixed amount and thus you hereby agree to pay us liquidated damages in the amount of Rs.2,50,000 for each Impermissible Use, and further unquantified damages which will occur due to your act will be assessed and you shall be liable to pay the same. You further agree that this liquidated damages provision reasonably approximates actual costs, losses, and expenses which would be incurred by LegalKart.com due to any such Impermissible Use. You also agree that nothing in this section is intended to limit LegalKart.com's right to obtain injunctive and other relief as may be appropriate.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website.

You agree to not harm minors in any way.

In the event you submit information through the Website, you agree to provide true, accurate, current and complete information and agree to promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, and/or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your participation in the Website and/or refuse any and all current or future use of the Website or its services (or any portion thereof).

You understand and agree that all information, statistical data, text, software, music, sound, photographs, graphics, video, messages or other materials (Content), whether publicly posted or privately transmitted by you and other users of our service, are the sole responsibility of the person from which such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Website. We do not control all of the Content posted via the Website and, as such, do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Website.

You acknowledge that we may or may not pre-screen Content, but that our designees and we shall have the right (but not the obligation) in our sole discretion to prescreen, refuse, or move any Content that is available via the Website. Without limiting the foregoing, our designees and we shall have the right (but not the obligation) to remove any Content that violates this agreement or is otherwise objectionable.

The decision to form Lawyer-client relationship is an important one and is between you and the Lawyer. You may wish to seek and retain the consultation of other Lawyers so as to meet all applicable deadlines that govern your query / problem. You hereby agree that, by taking any of the actions described above, you are soliciting and requesting a contact by telephone and as such, you may be contacted by telephone or e-mail as set forth in this Agreement and in our Privacy Policy, notwithstanding the listing of your telephone number and/or e-mail address in any applicable do-not-call registries.

5. Scope of Services

LegalKart.com (the owners and the employee staff of the Website) and third-party professionals who offer services through the Website accept no responsibility for any medical, legal or financial events or outcomes related to services achieved through the use of the Website.

LegalKart.com does not guarantee that a web-based consultation, over-phone consultation or in-person / video consultation is the appropriate way to resolve/ solution for your particular problem.

6. User's Profile at LegalKart.com

Your LegalKart.com Profile is created to store record of your consultations and your personal query / problem information online, including history, etc.

Any information provided as part of a web, over-phone or an in-person / video consultation becomes part of your LegalKart.com Record. You agree to provide accurate information to help us serve you best to our knowledge, to periodically review such information and to update such information as and when necessary.

LegalKart.com reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the LegalKart.com Service according to its internal record retention and/or destruction policies.

You might be contacted via email to review the information provided by you for LegalKart.com Record or for Online Consultations. Please make sure you provide a valid email-id and you update it as and when needed.

7. Supplementary Communication

LegalKart.com after your consent may send you newsletters and other information regarding common related topics or preventive care messages containing specific services' related information, links to other related Websites and specific questions related to your LegalKart.com Record. Additionally, LegalKart.com makes available self-care informational services that provide general, and specific services' information.

These communications and resources are not comprehensive and do not include complete potential information pertaining to the subject matter. These are solely meant for general, educational and informational purposes and should not be relied upon as a substitute for user-specific query / problem

evaluation or construed, directly or indirectly as the practice of that particular service or dispensing of that particular service by LegalKart.com.

The information contained in these communications and resources is compiled from a variety of sources and may or may not be authored by LegalKart.com. LegalKart.com makes no warranty with respect to the content of these materials or the information contained therein.

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8. Protection of Proprietary Information

You agree that the Services, which include all software and information, both electronic and printed media, contain trade secrets and other proprietary intellectual property and are the proprietary property of LegalKart.com. They are protected by trademark laws and other proprietary rights and laws, and they may only be used or accessed as specifically provided for, in this Agreement.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse-engineer, reverse-assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You will not otherwise attempt to transfer any right in the Services (which includes its software, design and content), create derivative works based on it or in any manner commercially exploit the Services in whole or in part. You agree that violations by you, any other person or entity, of these trade secrets and / or other intellectual property protections or the terms of this Agreement will be lead to prosecution under the Indian Laws and Bylaws. The final choice of whether the Consumer is in violation of any of these policies is at the sole discretion of LegalKart.com.

Only for the duration of being logged into the Consumers' valid LegalKart.com account, the consumer is hereby granted a revocable, non-exclusive, non-transferable license to use the services for personal, non-commercial purposes; subject to terms and qualifications of Agreements of LegalKart.com.

With the exception of your case records, LegalKart.com retains all rights, titles and interests pertaining to LegalKart.com, the LegalKart.com Services and any content, products, documentation, software or other materials on the LegalKart.com web Website along with any trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing.

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Your license to access and use the Website and its services are subject to the following additional restrictions and prohibitions on use. You may not (1) copy, print (except for the express limited purpose permitted by paragraph 8, above), republish, display, transmit, distribute, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Website, or any information or materials retrieved therefrom; (2) use the Website or any other materials from the Website to develop, or as a component of, an information storage and retrieval system, database, infobase, or similar information resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (3) create compilations or derivative works of the Website or any other materials from the Website; (4) use the Website or any other materials from the Website in any manner that may infringe any intellectual property right, or proprietary right of LegalKart.com or any third parties; (5) remove, change, or obscure any proprietary notice or Terms & Conditions contained in the Website; (6) make any portion of the Website available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future, without our express written consent; (7) remove, disable, defeat or change any functionality or appearance of the Website; (8) decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture; (9) use any automatic or manual process to harvest information from the Website; (10) use the Website for the purpose of gathering information for or transmitting (a) unsolicited commercial email or SMS; (b) email or SMS that makes use of our name or trademarks, including in connection with invalid or forged headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (c) unsolicited telephone calls or facsimile transmissions; (11) use the Website in a manner that violates any state or federal law regulating commercial email, facsimile transmissions or telephone solicitations; and (12) export or re-export the Website or any portion thereof, or any software available on or through the Website, in violation of the export control laws and regulations of the United States.

9. Etiquette and Privacy

The resources of LegalKart.com should not be used to impersonate another person or misrepresent authorization to act on behalf of others or LegalKart.com. All messages transmitted via LegalKart.com should correctly identify the sender. The Consumer should never alter the attribution of origin in electronic mail messages or while posting any information.

LegalKart.com has zero-tolerance for unsolicited bulk email, bulk SMS, unsolicited posting to news groups, marketing gimmicks/spam/scams in community resources, or other illegal activities. The Consumer shall not infringe upon the rights of others, spam, propagate computer worms or viruses, use a false identity, attempt to gain unauthorized entry to any Website or network, infringe trademarks, or other intellectual property rights. The Consumer further agrees to comply with Indian export laws concerning the transmission of technical data and other regulated materials via the World Wide Web.

The Consumer agrees to indemnify and hold LegalKart.com harmless for any and all acts found or suspected to be in violation hereof. The Consumer's account will be terminated for any of the above infractions.

The Consumer shall not attempt to undermine the security or integrity of computing systems or networks of LegalKart.com, its partners, or those accessed through or with their product, and must not attempt to gain unauthorized access.

LegalKart.com reserves the right to terminate any account which doesn't follow our Terms and Conditions.

10. Electronic Payment

LegalKart.com may from time to time contract with third party payment service providers including banks to open nodal bank account under applicable Indian laws, to facilitate the payment between users i.e. buyers and sellers and for collection of Platform Fees and other charges. These third party payment service providers may include third party banking or credit card payment gateways, payment aggregators, cash on delivery or demand draft / pay order on delivery service providers, mobile payment service providers or through any facility as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be of payment or supporting the same in any manner.

You agree, understand and confirm that the bank / debit / credit card details provided by you for availing services of LegalKart.com will be correct and accurate. These details are entered by you directly at the third party payment service provider webpage and LegalKart.com does not have any access whatsoever to your payment details.

Your use of these Third Party Payment service providers is subject to their Terms & Conditions. You understand that LegalKart.com is not responsible or liable for the behavior, features, or content of any Third Party Payment service provider.

LegalKart.com cannot assist with a stop payment request for any payment scheduled using a Payment Account credit/debit card. In any such case, you must immediately and directly contact your credit/debit card company/bank.

11. Payment, Cancellation & Refund Policy

Payment Policy

All fee has to be paid upfront before availing any paid service at LegalKart.com.

Cancellation Policy

In the event of cancellation of any paid consultation for which payment has been successfully made and a confirmation number has been generated, and the consultation has not been concluded due to any avoidable / unavoidable reason(s) we must be notified of the same in writing – by an email at info@LegalKart.com.

Cancellation charges will be effective from the date we receive your email. Cancellation can be requested no later than 24 hours before final delivery time / Appointment time.

Our Customer Service team will contact you within 7 business days and in cases where the Lawyer has not delivered the booked consultation, we will return your money within 15 business days from the day the request for Cancellation was received.

Please note that there will be a nominal deduction (10%) in the amount refunded, payable towards online payment processing. The refund will be processed directly in your Bank / Credit Card account that was used to make the payment.

Refund Policy

In the event your request for consultation is accepted but post-payment due to unexpected and extenuating circumstances, your request for consultation is rejected or cancelled; You will be given an option of opting for another request for consultation OR will be offered a complete refund, if you so desire. The refund will be credited to your account within 15 working days.

In case your credit card/debit card/payment account has been accidentally over-charged, please notify LegalKart.com of the same at the earliest. LegalKart.com will refund the outstanding amount to your Payment Account within 15 working days. In the reverse scenario, if the transaction amount during payment of the fee happens to be less than the actual fee amount, LegalKart.com will debit the outstanding amount from your Payment Account and notify you of the same.

It is mandatory for the users to maintain unique Transaction ID numbers, which would be provided at the time of placing a request. This number would be required to address any problems, if any.

In the majority of cases, there is NO other situation under which LegalKart.com will provide a refund, except for the condition expressly mentioned above under Refund Policy. In exceptional circumstances, the LegalKart.com team will work with you to reach a mutually acceptable solution. LegalKart.com intends to be objective, fair and reasonable in resolving such situations in order to maintain a positive and harmonious relationship with consumers. The maximum refund amount claimable from LegalKart.com cannot exceed the amount paid by the user at LegalKart.com for availing the Lawyer's service(s).

No refund in any case whatsoever can be claimed from LegalKart.com for the amount paid to the Lawyer directly by the user.

Please note that there will be a nominal deduction (10%) in the amount refunded, payable towards online payment processing. The refund will be processed directly in your Bank / Credit Card account that was used to make the payment.

12. Suspension due to non-compliance with Agreement

LegalKart.com will make all possible efforts to provide you the best services for your payment. However, LegalKart.com shall not incur any liability and shall

declare any service guarantee void in event of one or more of the following circumstances:

If you have not provided accurate details including contact information (user's email and/or phone number), username and Payment account information.

If the transaction for payment doesn't go through with your bank due to (including but not limited) insufficient funds, fraudulent access, failure of processing the request by our Affiliate merchants or your bank.

If circumstances beyond the control of LegalKart.com (such as, but not limited to, fire, flood, or interference from external forces) prevent proper execution of the transaction.

If you don't respond to requests of more information (if needed) by the Lawyers to make a consultation. We would intimate you the needful via email and/or phone and/or SMS and/or as a message in your LegalKart.com account.

If the user is in breach of any of the Terms and Conditions of this Agreement and/or the Terms and Conditions of the usage of LegalKart.com.

13. Disclaimers

You acknowledge that your use of the LegalKart.com Services is solely at your own risk, and that you assume full responsibility for all risks associated therewith. To the extent that any of the Content included on LegalKart.com is provided by third party content providers or other users, we have no editorial control or responsibility of such content appearing on LegalKart.com. All information, products or services contained on or provided through this Website are provided "as is", without any warranty of any kind, express or implied, to the fullest extent permissible under applicable law. LegalKart.com and its Affiliates hereby disclaim all representations and warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, appropriateness, title, non-infringement and freedom from virus strains.

Third-party content may appear on this Website or may be accessible via links from this Website. We shall not be responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third-party content appearing on the Website. You understand that the information and

opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by us nor does it reflect our beliefs.

The Website may contain 'hyperlinks' to Websites neither owned nor controlled by us and we are not responsible for, and, unless otherwise noted specifically, make no representations or endorsements with respect to these Websites or with respect to any service or product associated with these Websites. By including these hyperlinks, we do not mean to state or imply that we sponsor, are affiliated with, or are legally authorized to use any trade name, registered trademark, service mark, logo, legal or official seal, or copyrighted symbol that may be reflected in the hyperlinks.

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Without limiting the foregoing, LegalKart.com and its affiliates make no warranty as to the reliability, accuracy, timelines, usefulness, adequacy, completeness or suitability of the LegalKart.com products and services provided hereunder. LegalKart.com makes no representations or warranties about the satisfaction of government regulations.

LegalKart.com will take all necessary precautions to protect itself against failure of our hardware and our software. The Consumer acknowledges and agrees that temporary interruptions in service may occur, and that LegalKart.com shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the Services. LegalKart.com makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. The Consumer acknowledges and agrees that in the event of failure, restoration of service may take several days.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice. In the event of a modification or discontinuance, all information submitted by you and others may be lost. You agree to keep a permanent record of all information provided to us, and you agree that all information submitted to us is at your sole risk. You agree that we have no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website including without limitation messages and other communications. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not warrant or represent that the information available on or through the Website will be correct, accurate, timely, or otherwise reliable. We may (but are not obligated to) make improvements and/or changes to its features, functionality or content of the Website at any time. In no event shall we be liable for any such errors or defects.

14. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. ALL CONTENT AND SERVICES ON THE WEBSITE IS PROVIDED SOLELY ON AN 'AS-IS/AS-AVAILABLE' BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AS TO THE RESULTS YOU MAY ACHIEVE ON ACCOUNT YOUR USE OF THE WEBSITE, AS TO THE RESULTS YOU MAY ACHIEVE ON ACCOUNT OF ANY RELATIONSHIP YOU ELECT TO CREATE WITH Lawyer / PROFESSIONAL, AND NON-INFRINGEMENT. NEITHER LegalKart.com NOR ANY OF ITS LICENSORS OR AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY Lawyer / PROFESSIONAL, INCLUDING, WITHOUT LIMITATION, ANY Lawyer / PROFESSIONAL's ABILITY TO OBTAIN A FAVORABLE RESULT FOR YOU.

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ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (iii) INVALID DESTINATIONS, TRANSMISSION ERRORS, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (v) YOUR FAILURE TO RECEIVE ANY THIRD PARTY SERVICES OR PRODUCTS REQUESTED THROUGH THE WEBSITE OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITE. IN NO EVENT ARE WE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU TO US FOR THE SERVICES IN QUESTION, IF ANY.

16. Exclusions And Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE SECTIONS ABOVE MAY NOT APPLY TO YOU.

17. Indemnification

You shall defend, indemnify, save and hold LegalKart.com, its affiliates harmless from all demands, liabilities, claims and expenses, including Lawyer's fees, fees of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation, infringement by you or someone else using the service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the Service(s) provided.

When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your agreement and may result in deactivation of your service(s) with immediate effect.

Under no circumstances, including negligence, shall LegalKart.com including (it's Affiliates) or anyone else involved in creating, producing or distributing

LegalKart.com Services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use LegalKart.com Services, or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to LegalKart.com records, programs or services. This paragraph shall apply to all content and functionality of LegalKart.com Services.

Notwithstanding the above, the Consumer's exclusive remedies for all damages, losses and causes of actions whether in contract, including negligence or otherwise, shall not exceed the aggregate amount, which the Consumer paid directly to LegalKart.com for the service in question. Such limitations shall apply to LegalKart.com total liability, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation of transmission, communications failure, theft of destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

In no event shall LegalKart.com nor any of its affiliates be liable for any direct damages in excess of the purchase price for the product. In addition, to the maximum extent permitted by law, in no event shall LegalKart.com nor any of its affiliates be liable for any special, punitive, indirect, incidental or consequential damages, including but not limited to personal injury, wrongful death, loss of use, loss of profits, interruption of service or loss of data, whether in any action in warranty, contract, tort (including, but not limited to negligence or fundamental breach), or otherwise arising out of or in any way connected with the use of, or the inability to use, this Website or any service offered through this Website or any material or information contained in, accessed through, or products purchased on this Website, even if an authorized representative of LegalKart.com is advised of the likelihood or possibility of the same. To the extent certain jurisdictions restrict any of the above limitations of liability; such limitations shall not apply in such jurisdictions to the extent of such restrictions.

18. Third Party Protection

The indemnification and disclaimers provisions set forth above are for the benefit of LegalKart.com and its affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you, the Consumer on its own behalf.

19. Jurisdiction

This Agreement constitutes the entire understanding of the parties, and is agreed to being entered into within the jurisdiction of New Delhi, India and shall be governed by and shall be construed in accordance with the laws of the Republic of India, without giving effect to any choice of law rules or principles.

Any dispute with LegalKart.com shall exclusively be subject to the jurisdiction of the appropriate Courts situated at New Delhi, India. No party shall object to removal or prosecution of any litigation to a court within the jurisdiction of New Delhi, India.

Any cause of action or claim you may have with respect to LegalKart.com must be commenced within one (1) year after it arises, except to the extent such litigation is not enforceable.

To the fullest extent permitted by law, each party to this Terms & Conditions waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the LegalKart.com Services or Website.

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms & Conditions, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

20. Right to Operational Functionality

LegalKart.com reserves complete and sole discretion with respect to the operation of our Services. We may, among other things withdraw, suspend or discontinue any functionality or feature of our Services.

By using the Website, you do not acquire any rights to the Website other than the limited license to use the Website that can be terminated in accordance with this section. You agree that we, in our sole discretion, may terminate your password, account (or any part thereof) or use of the Website, and remove and discard any Content within the Website, for any reason, including, without limitation, non-payment, for lack of use, or if we believe that you have violated or acted inconsistently with the letter or spirit of this agreement. We may also in our sole discretion and at any time discontinue providing the Website, or any part thereof, with or without notice. You agree that any termination of your

access to the Website under any provision of this agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related Content information and files in your account and/or bar any further access to such files or the Website. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Website.

21. Right to Modify Terms of Service

You agree and confirm that the Terms of Service may be amended from time to time without notice and take responsibility to update yourself periodically with the latest version available on LegalKart.com Website. Any such revision or change will be binding and effective immediately on release of the revised Agreement or change to the Service(s) on our Website. Unless we notify otherwise, these terms incorporate and supersede any other terms associated with the Services.

LegalKart.com has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions stated herein, without prior notice or warning.

LegalKart.com may freely transfer, assign or delegate all or any part of this Terms & Conditions, and any rights and duties hereunder. This Terms & Conditions will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

22. Notice

LegalKart.com may provide notice to you- the Consumer, by e-mail to the e-mail address provided by you during registration, by a general notice on the LegalKart.com Website. You may give notice to LegalKart.com at any time via email to info@LegalKart.com

23. Assignment

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will post a notice on the Website regarding any change of ownership so that you have the opportunity to discontinue your use of the Website or cancel your registration if you do not wish to continue to use the Website and the Services under the new ownership. You may not assign,

transfer or sublicense these Terms & Conditions to anyone else and any attempt to do so in violation of this section shall be null and void.

24. Waiver and Severability of Terms

Our failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of the 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 the agreement shall remain in full force and effect.

25. Lawyer / Professional Ethics Notice

If you are Lawyer / Professional, participating in any aspect of this Website, you acknowledge that rules of professional conduct apply to all aspects of your participation and that you will abide by such rules. The rules include, but are not limited to, the rules relating to advertising, solicitation of clients, unauthorized practice of your respective profession, and misrepresentations of fact. We disclaim all responsibility for your compliance with these rules.

The section titles in this agreement are for convenience only and have no legal or contractual effect.

26. Privacy

LegalKart.com does its best to protect your privacy with respect to information not otherwise disclosed by you in questions submitted to LegalKart.com.

In connection with the submission of Free Questions and Paid Consultations, we only require, and we encourage you to only provide, the minimum amount of personal identifying information necessary to process a question. All of your personal information provided to LegalKart.com, including email addresses, is concealed from all other Users of LegalKart.com and is never published as part of the LegalKart.com public database. Only the LegalKart.com administrators have access, for purposes of Website administration only, to this information. LegalKart.com will not disclose this information to third parties without your permission, except in the following circumstances: (i) to protect ourselves from liability, or (ii) to respond to legal process or to otherwise comply with the law. With respect to certain information supplied by you, as explained further below,

there will be a need for disclosure to Lawyers / Professionals when you have booked a paid consultation.

Whether other information submitted to LegalKart.com by you, such as the contents of the Question itself, will be publicly disclosed will vary as between Free Questions and Paid Consultations:

27. Ownership of Content

By submitting a Free Question to LegalKart.com, you understand and agree that your question and any answer provided by Lawyer / Professional will become part of the LegalKart.com public database and the sole property of LegalKart.com.

Thus, as to all Free Questions and any answers, you agree that, without any compensation to you, LegalKart.com will own all rights to the submitted questions and answers (including any intellectual property and moral rights) and will have the sole unrestricted right to use, reproduce, edit, modify, sell, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the submitted content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in the content.

28. Entire Agreement

These Terms & Conditions, together with the privacy policy, which shall be deemed to be a part hereof and incorporated herein by reference represent the complete agreement between you and LegalKart.com concerning the subject matter hereof, and it replaces all prior oral or written communications (if any) concerning such subject matter.

The Terms & Conditions shall commence upon the date you use the Website in any form. This Terms & Conditions and the licenses granted hereunder shall be terminated without notice in the event you (or any authorized person using your account) fail to comply with the Terms and Conditions of this Terms & Conditions or the rules for use of the LegalKart.com service promulgated by LegalKart.com from time to time. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. Upon any termination, you will destroy all copies of LegalKart.com materials in your

possession and cease any access to or use of the Website. Upon this suspension or termination we may delete information, files, and other previously available content to you including but not limited to information provided by you. LegalKart.com shall not be liable to you or any third party for any termination of your access to the Website and/or the Services.

The provisions of this Terms & Conditions are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such a provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

The failure of LegalKart.com to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Your affirmative act of using this Website and/or registering for the Website or the Services constitutes your electronic signature to these Terms & Conditions, Privacy Policy that shall be deemed to be a part hereof and incorporated herein by reference and your consent to enter into agreements with us electronically.

I, the User/client

Understand the risks and benefits of the online consultation

Acknowledge and agree to assume the risk of the above-mentioned limitations pursuant to the use of LegalKart.com. I further understand and agree that no warranty or guarantee has been made to me concerning any consultation on particular problem, result, solution of my query / problem.

I understand that the laws that protect privacy and the confidentiality of personal and / or Professional Services' information also apply to LegalKart.com, and that my information will be only used as defined by the LegalKart.com's Terms & Conditions and Privacy Statement.

I understand that the consultation through LegalKart.com may involve electronic communication of my personal information to other Lawyers who may be located in other areas, including out of state.

If you do not agree to our Terms & Conditions or our Privacy Policy we kindly request you REFRAIN USING this Website.