

# Terms and Conditions

## 1. ACCEPTANCE OF TERMS

1.1) THESE TERMS AND CONDITIONS (the "*Agreement*") SET FORTH THE LEGALLY BINDING TERMS GOVERNING THE ACCESS TO AND USE OF THE *E-HR MOBILE APPLICATION*, INCLUDING ALL FEATURES, FUNCTIONALITIES, UPDATES, AND RELATED SERVICES (collectively referred to as the "*Platform*") DEVELOPED, OWNED, AND OPERATED BY ANAND RATHI IT.

1.2) BY REGISTERING ON THE PLATFORM, CREATING AN ACCOUNT, COMPLETING AN ORDER FORM, TAPPING 'AGREE' OR 'ACCEPT', OR USING ANY PART OF THE PLATFORM OR ITS SERVICES, YOU, AS A *SUBSCRIBER*, EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AS WELL AS ANY ADDITIONAL POLICIES OR NOTICES REFERENCED HEREIN.

1.3) IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A *COMPANY, ORGANIZATION, OR ANY OTHER LEGAL ENTITY*, YOU REPRESENT AND WARRANT THAT YOU HAVE THE *FULL LEGAL AUTHORITY* TO:

1.3.1) BIND SUCH ENTITY AND ITS *AFFILIATES* TO THIS AGREEMENT;

1.3.2) MAKE ALL DECISIONS REGARDING THE USE OF THE PLATFORM BY SUCH ENTITY;

1.3.3) ACCEPT ALL ASSOCIATED OBLIGATIONS AND RESPONSIBILITIES ON BEHALF OF THE ENTITY.

1.4) IN SUCH CASES, THE TERMS "*YOU*," "*YOUR*," OR "*SUBSCRIBER*" WILL REFER COLLECTIVELY TO THAT *COMPANY OR LEGAL ENTITY AND ITS AFFILIATES*.

1.5) IF YOU *DO NOT HAVE* SUCH AUTHORITY OR IF YOU *DO NOT AGREE* WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU *MUST NOT* REGISTER FOR, ACCESS, OR USE THE *E-HR PLATFORM OR ANY OF ITS SERVICES*.

1.6) YOU ALSO ACKNOWLEDGE AND AGREE THAT:

1.6.1) THIS AGREEMENT MAY BE UPDATED, AMENDED, OR MODIFIED FROM TIME TO TIME AT THE SOLE DISCRETION OF ANAND RATHI IT;

1.6.2) CONTINUED USE OF THE PLATFORM FOLLOWING ANY SUCH MODIFICATIONS SHALL CONSTITUTE YOUR ACCEPTANCE OF THOSE MODIFICATIONS;

1.6.3) IT IS YOUR RESPONSIBILITY TO REGULARLY REVIEW THE TERMS OF THIS AGREEMENT FOR ANY CHANGES.

1.7) THIS AGREEMENT APPLIES TO ALL USERS OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO:

1.7.1) *SUBSCRIBERS* (THE PRIMARY ENTITY ENTERING INTO THE AGREEMENT);

1.7.2) *AUTHORIZED USERS* (EMPLOYEES OR REPRESENTATIVES OF THE SUBSCRIBER);

1.7.3) *SYSTEM ADMINISTRATORS* OPERATING UNDER THE SUBSCRIBER'S ACCOUNT.

## 2) DEFINITIONS

2.1) "Subscriber" refers to the *company, organization, or legal entity* entering into this agreement and responsible for ensuring compliance by its authorized users.

- 2.2) "User" refers to any *employee, representative, or consultant* of the subscriber who is authorized to access and use the platform under the subscriber's account.
- 2.3) "Platform" means the E-HR mobile application and all its associated functionalities, modules, content, and services developed and provided by ANAND RATHI IT.
- 2.4) "Services" refer to the *human resource management system (HRMS) features and related functionalities* made available through the platform, including but not limited to attendance management, leave management, HR policies, payroll data access, notifications, and reports.
- 2.5) "Affiliates" include any entity that is directly or indirectly controlling, controlled by, or under common control with the subscriber, where *control* means ownership of more than fifty percent (50%) of voting securities.
- 2.6) "Order form" is any *written or electronic document executed by both parties* that specifies the services, features, subscription plan, pricing, billing details, and other commercial terms agreed upon by the subscriber and ANAND RATHI IT.
- 2.7) "Authorized user" refers to an *individual, such as an employee or representative of the subscriber*, who has been granted permitted access to the platform under the subscriber's license.
- 2.8) "Company data" includes all *human resources (HR) data, payroll information, attendance records, organizational structure details, business intelligence data*, and any other data or content provided by the subscriber to the platform or generated through its use.
- 2.9) "Parties" collectively refer to ANAND RATHI IT (the developer and provider of the platform) and the subscriber (the company or entity entering into this agreement).

### **3) ELIGIBILITY AND AUTHORITY**

- 3.1) The subscriber must be a *legally registered business entity*, operating in good standing under all applicable local, state, and national laws and regulations. The subscriber represents and warrants that it has full legal capacity to enter into this agreement.
- 3.2) Only authorized representatives of the subscriber, who have the *legal authority to bind the entity and its affiliates* to these terms, may register and use the platform. The subscriber is responsible for verifying that any person acting on its behalf has such authority and acknowledges that actions taken by these representatives are binding on the subscriber.
- 3.3) The subscriber is solely responsible for ensuring that access to the platform is granted *only to authorized personnel* within its organization. The subscriber must establish internal policies and controls to manage user access and must regularly review and update authorized user lists to prevent unauthorized or improper use.
- 3.4) The subscriber acknowledges that any breach of authority or unauthorized access resulting from negligence or failure to manage user permissions will be considered a violation of this agreement, and the subscriber will be fully liable for any resulting damages or misuse of the platform.

### **4) USER REGISTRATION AND SECURITY**

- 4.1) Users must register on the platform, create an official account linked to the subscriber, and set up secure MPIN authentication following the guidelines provided by ANAND RATHI IT. The user registration process will require the provision of accurate, complete, and up-to-date

information. Failure to provide correct information may result in suspension or termination of access.

4.2) The subscriber is solely responsible for safeguarding all login credentials, including *usernames, passwords*, and MPINs associated with its account. The subscriber must ensure that only authorized users are granted access to the platform and that such access is used solely for lawful and business-related purposes.

4.3) The subscriber agrees to implement appropriate administrative, technical, and physical security measures to protect its account and data. This includes regularly updating passwords, managing access rights, and preventing unauthorized sharing of credentials.

4.4) Any instance of unauthorized access, *suspected data breach*, or misuse of the platform must be reported to ANAND RATHI IT immediately through the designated support channels. The subscriber is also required to promptly cooperate with ANAND RATHI IT in investigating and resolving security breaches and to take all necessary corrective actions, including changing login credentials and disabling affected accounts.

4.5) The subscriber acknowledges that ANAND RATHI IT shall not be liable for any loss or damage arising from the subscriber's failure to comply with security obligations or for any unauthorized activity carried out using the subscriber's credentials prior to the time the breach is reported.

## **5) GRANT OF LICENSE**

5.1) ANAND RATHI IT grants the subscriber a *limited, revocable, non-transferable, non-exclusive license* to access and use the platform and its associated services *solely for internal business and human resource management purposes*. This license is granted subject to compliance with all terms and conditions outlined in this agreement.

5.2) This license does not grant the subscriber any ownership rights, title, or interest in the platform or any part thereof. All rights, titles, and interests, including but not limited to *intellectual property rights, trademarks, copyrights, patents, and trade secrets* associated with the platform, remain the exclusive property of ANAND RATHI IT.

5.3) The subscriber may not sublicense, assign, resell, rent, lease, distribute, or otherwise commercially exploit the platform or any portion thereof without prior written consent from ANAND RATHI IT.

5.4) The subscriber is prohibited from reverse engineering, decompiling, disassembling, modifying, or attempting to derive the source code or underlying structure of the platform, except to the extent expressly permitted by applicable law.

5.5) ANAND RATHI IT reserves the right to revoke or suspend the license in the event of any breach of this agreement or misuse of the platform by the subscriber or its users.

## **6) SCOPE OF PERMITTED USE**

6.1) The platform is to be used strictly for *legitimate internal business purposes*, specifically for human resource-related functions including but not limited to attendance management, leave management, policy management, employee record handling, notifications, and reporting. Any use beyond these defined functionalities is strictly prohibited unless expressly authorized in writing by ANAND RATHI IT.

6.2) The platform must not be used for any illegal, unauthorized, or unethical activities, including but not limited to *data scraping, unauthorized data sharing, spamming, hacking, or use for competing products or services*.

6.3) The subscriber agrees not to use the platform to store, process, or transmit content that:

6.3.1) infringes on the intellectual property rights of others,

6.3.2) violates privacy laws,

6.3.3) contains malicious code or harmful programs,

6.3.4) or is defamatory, obscene, or unlawful in any jurisdiction.

6.4) The subscriber is responsible for ensuring all users under its account comply with the scope of permitted use and shall be liable for any misuse or violation of this clause by its employees or representatives.

## **7) USAGE RESTRICTIONS**

7.1) The subscriber and its users must not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the platform, its software, or any portion thereof, unless expressly permitted by applicable law or with prior written consent from ANAND RATHI IT.

7.2) Unauthorized sharing of access credentials, sublicensing, assigning, leasing, renting, distributing, or reselling the platform or any of its components, either in whole or in part, to any third party is strictly prohibited.

7.3) The platform must not be used for data mining, scraping, probing, scanning, vulnerability testing, hacking, or engaging in any malicious, deceptive, or unauthorized activity that may compromise the integrity, confidentiality, or performance of the platform or infringe upon the rights of ANAND RATHI IT or any third party.

7.4) The subscriber shall not use the platform to develop or promote a competing product or service or to otherwise violate any intellectual property or proprietary rights of ANAND RATHI IT.

7.5) Any violation of these restrictions will result in immediate suspension or termination of the subscriber's license and access to the platform, along with potential legal action for damages or injunctive relief.

## **8) USAGE AUDITS**

8.1) ANAND RATHI IT reserves the right to conduct *periodic usage audits* of the subscriber's account and activity on the platform to ensure full compliance with this agreement.

8.2) Such audits may include, but are not limited to, reviewing user activity, login records, usage patterns, and data storage behavior to detect any misuse, unauthorized access, or violation of the permitted use or usage restrictions.

8.3) The subscriber agrees to fully cooperate with all audit activities, including providing any requested access, information, or documentation needed for ANAND RATHI IT to complete its review.

8.4) If an audit reveals non-compliance, misuse, or violation of these terms, ANAND RATHI IT reserves the right to:

8.4.1) suspend or terminate the subscriber's access to the platform,

- 8.4.2) demand immediate corrective action,
- 8.4.3) pursue legal remedies or claim damages for losses arising from non-compliance.
- 8.5) The cost of any audit initiated due to suspected misuse or violation will be borne by the subscriber if non-compliance is confirmed.

## **9) INTELLECTUAL PROPERTY RIGHTS**

- 9.1) All software, source code, design elements, logos, trademarks, service marks, trade names, text, graphics, user interfaces, and content made available on or through the platform remain the *exclusive property* of ANAND RATHI IT or its licensors.
- 9.2) The subscriber acknowledges that no rights, titles, or interests are transferred to them beyond the *limited, non-exclusive, non-transferable license* granted under this agreement. All intellectual property rights are fully reserved by ANAND RATHI IT.
- 9.3) Unauthorized reproduction, copying, modification, distribution, public display, republishing, or creation of derivative works of any part of the platform is strictly prohibited. Any attempt to reverse engineer or derive source code from the platform is also prohibited, except where allowed under applicable law.
- 9.4) The subscriber shall not remove, obscure, or alter any proprietary notices, labels, or marks displayed on the platform or contained within its content.
- 9.5) Violation of intellectual property rights will result in *immediate termination* of the license and access to the platform, along with possible legal action, including injunctive relief and claims for damages.

## **10) FEEDBACK AND SUGGESTIONS**

- 10.1) Any feedback, ideas, suggestions, enhancement requests, recommendations, comments, or other input provided by the subscriber or its users regarding the platform (collectively referred to as "*feedback*") shall become the exclusive property of ANAND RATHI IT.
- 10.2) By submitting feedback, the subscriber hereby assigns to ANAND RATHI IT all rights, title, and interest in and to such feedback, without any obligation for compensation, acknowledgment, or restriction on usage.
- 10.3) ANAND RATHI IT shall have the unrestricted right to use, reproduce, modify, adapt, disclose, license, or incorporate the feedback into its products and services, in whole or in part, for any commercial or non-commercial purpose.
- 10.4) The subscriber agrees not to submit any feedback that is subject to third-party intellectual property rights or confidential obligations unless the subscriber has the legal right to do so.

## **11) SERVICE AVAILABILITY AND MODIFICATIONS**

- 11.1) ANAND RATHI IT will use *commercially reasonable efforts* to ensure that the platform remains available, functional, and accessible to the subscriber and its users, subject to *scheduled maintenance, unforeseen technical issues, or circumstances beyond the company's control*.

11.2) The subscriber acknowledges that *temporary interruptions* in service may occur due to maintenance, updates, system upgrades, or emergency repairs, and ANAND RATHI IT shall not be liable for any downtime arising from such activities.

11.3) ANAND RATHI IT reserves the right to update, modify, enhance, improve, or discontinue any features, functionalities, or portions of the platform, at its sole discretion, for reasons including *technological advancements, security improvements, or service optimization*.

11.4) Wherever possible, ANAND RATHI IT will provide *reasonable prior notice* to the subscriber regarding significant changes, discontinuation of features, or scheduled downtime that may impact the subscriber's use of the platform.

11.5) Continued use of the platform following any updates or modifications will constitute acceptance of those changes by the subscriber.

## 12) DATA PRIVACY AND PROCESSING

12.1) ANAND RATHI IT processes all company data in compliance with applicable data protection laws, including but not limited to the *Information Technology Act, 2000*, and other relevant data privacy regulations.

12.2) The subscriber shall remain the *data controller*, retaining full responsibility for determining the purpose and means of processing company data, while ANAND RATHI IT will act solely as the *data processor*, processing data strictly on the subscriber's behalf and in accordance with the terms of this agreement and applicable laws.

12.3) ANAND RATHI IT implements and maintains *industry-standard technical and organizational security measures* designed to protect company data from unauthorized access, accidental loss, misuse, alteration, or disclosure.

12.4) The subscriber acknowledges and agrees that all data collection, processing, and storage by ANAND RATHI IT is governed by its *Privacy Policy*, which can be accessed at [\[Privacy Policy URL\]](#). The subscriber is advised to review the Privacy Policy to understand how data is collected, processed, used, and protected.

12.5) In the event of any data breach or security incident, ANAND RATHI IT will notify the subscriber promptly and take appropriate remedial actions in accordance with applicable laws and internal policies.

## 13) DATA RETENTION AND DELETION

13.1) ANAND RATHI IT will retain company data for the duration of the subscription term and as required under *applicable legal, regulatory, and contractual obligations*. Data retention periods may vary depending on the nature of the data and statutory requirements.

13.2) Upon *termination or expiration* of this agreement, the subscriber may request either:

13.2.1) *secure return* of the company data in a mutually agreed format; or

13.2.2) *secure deletion* of the data from ANAND RATHI IT's systems, in compliance with applicable data protection laws.

13.3) In the absence of a specific request from the subscriber within thirty (30) days after termination, ANAND RATHI IT reserves the right to permanently delete all company data from its systems, ensuring that it cannot be recovered or accessed.

13.4) Certain company data may be retained beyond termination where necessary to comply with *legal obligations, resolve disputes, or enforce agreements*, subject to secure storage and restricted access controls.

## **14) THIRD-PARTY INTEGRATIONS**

14.1) The platform may offer integration capabilities with *third-party applications, tools, and services* at the subscriber's discretion and sole responsibility.

14.2) The subscriber acknowledges that enabling and using third-party integrations is entirely voluntary and subject to the terms and privacy policies of those third-party providers.

14.3) ANAND RATHI IT makes no representations or warranties regarding the availability, accuracy, security, or performance of third-party services and disclaims any liability arising from their use, including but not limited to *data loss, service interruptions, or security breaches*.

14.4) The subscriber is responsible for evaluating the security, data handling practices, and compliance obligations of any third-party provider they choose to integrate with the platform.

14.5) Any dispute, issue, or claim relating to third-party services shall be resolved directly between the subscriber and the third-party provider, without recourse to ANAND RATHI IT.

## **15) PAYMENT AND FEES**

15.1) All subscription fees, billing cycles, payment schedules, and applicable taxes shall be clearly outlined in the *order form* executed between ANAND RATHI IT and the subscriber.

15.2) The subscriber agrees to make timely payments in accordance with the terms specified in the *order form* or accompanying invoices. All payments shall be made in the designated currency and through approved payment methods.

15.3) Failure to make payments within the agreed timeline may result in the following actions at ANAND RATHI IT's sole discretion:

15.3.1) *temporary suspension* of access to the platform and related services until outstanding dues are cleared;

15.3.2) imposition of *late payment penalties* or interest charges as specified in the *order form* or as permitted by applicable law;

15.3.3) *termination* of the agreement in case of continued non-payment.

15.4) All fees paid are *non-refundable*, except where otherwise explicitly stated in this agreement or required by applicable law.

15.5) Any disputes regarding invoices or billing must be raised by the subscriber in writing within fifteen (15) days of receipt of the invoice; otherwise, the invoice shall be deemed accepted.

## **16) INDEMNITY**

16.1) The SUBSCRIBER agrees to fully INDEMNIFY, DEFEND, AND HOLD HARMLESS ANAND RATHI IT, its AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, and AGENTS from and against any and all *claims, actions, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees)* arising out of or relating to:

16.1.1) any *misuse or unauthorized use* of the PLATFORM by the SUBSCRIBER or its authorized users;

16.1.2) any *breach* of this AGREEMENT by the SUBSCRIBER or its users;

16.1.3) violation of any *applicable law, regulation, or third-party rights* (including INTELLECTUAL PROPERTY RIGHTS) resulting from the SUBSCRIBER'S use of the PLATFORM;

16.1.4) any submission of *inaccurate, unlawful, or malicious data* by the SUBSCRIBER to the PLATFORM.

16.2) ANAND RATHI IT shall promptly notify the SUBSCRIBER of any such claims and shall provide reasonable assistance, *at the subscriber's expense*, in defending or settling such claims.

## **17) LIMITATION OF LIABILITY**

17.1) To the maximum extent permitted by applicable law, the total liability of ANAND RATHI IT, its affiliates, officers, directors, employees, or agents, for any claim arising out of or relating to this agreement, whether in contract, tort, or otherwise, shall be strictly shall be STRICTLY LIMITED TO THE TOTAL SERVICE FEES PAID BY THE SUBSCRIBER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17.2) ANAND RATHI IT SHALL NOT BE LIABLE FOR ANY:

17.2.1) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES;

17.2.2) *LOSS OF PROFITS, REVENUES, DATA, OR BUSINESS OPPORTUNITIES*;

17.2.3) *LOSSES RESULTING FROM BUSINESS INTERRUPTIONS OR THIRD-PARTY CLAIMS*;

even if advised of the possibility of such damages.

17.3) THE LIMITATIONS SET FORTH IN THIS SECTION APPLY *REGARDLESS OF THE NATURE OF THE CLAIM AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE*.

## **18) FORCE MAJEURE**

18.1) ANAND RATHI IT shall not be held liable for any failure or delay in performing its obligations under this agreement if such failure or delay results from events beyond its reasonable control, including but not limited to:

18.1.1) *acts of God (natural disasters, earthquakes, floods, fires)*;

18.1.2) *government actions, regulations, or restrictions*;

18.1.3) *war, terrorism, riots, or civil disturbances*;

18.1.4) *pandemics, epidemics, or public health emergencies*;

18.1.5) *failure of telecommunications, internet service providers, power outages, or cyber-attacks*;

18.1.6) *labor disputes or strikes beyond the control of ANAND RATHI IT*.

18.2) In the event of a force majeure occurrence, ANAND RATHI IT will make commercially reasonable efforts to restore service and mitigate impact, but such events shall not be considered a breach of this agreement.

18.3) If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate the agreement with written notice, without further liability.

## 19) COMPLIANCE WITH LAW

19.1) The subscriber agrees to use the platform in full compliance with all applicable local, state, national, and international laws and regulations, including but not limited to:

19.1.1) *labor laws*;

19.1.2) *employment regulations*;

19.1.3) *payroll and tax laws*;

19.1.4) *data protection and privacy laws*.

19.2) The subscriber acknowledges that it is solely responsible for ensuring that the platform's use aligns with its internal policies, as well as all legal and regulatory requirements.

19.3) ANAND RATHI IT expressly disclaims any responsibility or liability for non-compliance, regulatory violations, or legal infractions arising from the subscriber's use or misuse of the platform.

19.4) In the event of any legal action or regulatory investigation arising from subscriber's misuse, the subscriber agrees to indemnify and hold ANAND RATHI IT harmless in accordance with the indemnity provisions outlined in this agreement.

## 20) TERMINATION AND SUSPENSION

20.1) ANAND RATHI IT reserves the right to immediately suspend or terminate the subscriber's access to the platform in the event of:

20.1.1) *non-compliance* with any terms and conditions outlined in this agreement;

20.1.2) *failure to make timely payments* as specified in the applicable order form;

20.1.3) *misuse, unauthorized use, or illegal use* of the platform;

20.1.4) *activities that compromise security or integrity* of the platform or company data.

20.2) In the event of termination, ANAND RATHI IT will handle company data according to the applicable data retention and deletion policy, ensuring:

20.2.1) *secure deletion or return of data* based on the subscriber's written request;

20.2.2) compliance with legal, regulatory, and contractual obligations.

20.3) The subscriber remains responsible for all outstanding fees and charges up to the date of termination.

20.4) Termination does not relieve the subscriber of obligations regarding confidentiality, indemnity, and intellectual property rights, which shall survive termination.

## 21) CONFIDENTIALITY

21.1) Both ANAND RATHI IT and the subscriber agree to maintain the strict confidentiality of all business, HR, financial, operational, and technical data, as well as any other proprietary or sensitive information disclosed during the term of this agreement (collectively referred to as "*confidential information*").

21.2) Each party agrees to:

21.2.1) *use confidential information solely for the purposes of fulfilling its obligations under this agreement*;

21.2.2) *restrict disclosure of confidential information to only those employees, agents, or contractors who need to know such information for legitimate business purposes, and who are*

*bound by confidentiality obligations no less restrictive than those contained herein;*

*21.2.3) take all reasonable measures to protect confidential information from unauthorized access, disclosure, or misuse.*

21.3) Confidentiality obligations under this agreement shall survive termination and remain in effect for a period of five (5) years from the date of termination, or indefinitely in the case of trade secrets.

21.4) The confidentiality obligations outlined herein shall not apply to information that:

*21.4.1) is or becomes public knowledge through no fault of the receiving party;*

*21.4.2) was rightfully in the possession of the receiving party before disclosure;*

*21.4.3) is disclosed pursuant to a valid court order or governmental requirement, provided that the disclosing party is given prompt notice and an opportunity to seek protective relief.*

## **22) DISPUTE RESOLUTION**

22.1) In the event of any dispute, controversy, or claim arising out of or in connection with this agreement or the use of the platform, both parties agree to make every reasonable effort to resolve the matter amicably through good faith negotiations.

22.2) If the dispute remains unresolved after 30 (thirty) days of such negotiations, the dispute shall be finally settled by arbitration.

22.3) The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time).

22.4) The arbitration shall:

*22.4.1) take place in Mumbai, India;*

*22.4.2) be conducted in the English language;*

*22.4.3) be presided over by a sole arbitrator mutually appointed by both parties;*

*22.4.4) have binding and final decisions enforceable in any court of competent jurisdiction.*

22.5) The costs of arbitration, including legal fees and expenses, shall be borne by the parties as decided by the arbitrator.

## **23) GOVERNING LAW AND JURISDICTION**

23.1) This agreement, along with all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

23.2) Subject to clause 22 (Dispute Resolution), both parties agree that all legal actions, proceedings, or litigation arising from or relating to this agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai, Maharashtra, India.

23.3) The subscriber and ANAND RATHI IT expressly waive any objection to venue or jurisdiction and agree to submit to the jurisdiction of such courts for the purpose of resolving any disputes.

## **24) SERVICE DOWNTIME AND AVAILABILITY INTERRUPTIONS**

24.1) The E-HR platform and related services may experience scheduled or unscheduled downtime due to routine maintenance, system upgrades, infrastructure improvements, or unforeseen technical issues.

24.2) ANAND RATHI IT will make reasonable efforts to notify subscribers in advance of any planned maintenance downtime through appropriate communication channels, such as in-app notifications, email, or service announcements.

24.3) In the event of unplanned outages or system failures, ANAND RATHI IT shall undertake all reasonable efforts to restore services as quickly and efficiently as possible.

24.4) The subscriber acknowledges and accepts that temporary service interruptions may occur, and ANAND RATHI IT shall not be held liable for any direct, indirect, incidental, or consequential loss or damages arising out of such downtime events.

24.5) Unless otherwise specified in a separately executed Service Level Agreement (SLA), no refunds, credits, or compensations shall be provided for downtime occurrences.

## **25) SEVERABILITY**

25.1) If any provision or part of this agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the agreement, and the remaining provisions shall continue in full force and effect.

25.2) The parties agree to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent and commercial purpose of the unenforceable clause.

## **26) DISCLAIMERS**

26.1) The PLATFORM is provided “*as is*” and “*as available*,” without warranties of any kind, either *express or implied*.

26.2) ANAND RATHI IT expressly DISCLAIMS ALL WARRANTIES, including but not limited to:

26.2.1) *implied warranties of merchantability;*

26.2.2) *fitness for a particular purpose;*

26.2.3) *non-infringement;*

26.2.4) *warranties arising out of course of dealing, custom, or usage of trade;*

26.2.5) any warranty that the PLATFORM will be *uninterrupted, error-free, secure, or free of harmful components*.

26.3) ANAND RATHI IT makes no representation or warranty:

26.3.1) that the PLATFORM will meet the specific needs, expectations, or outcomes of the SUBSCRIBER;

26.3.2) that all content, data, or reports generated by the PLATFORM will be *accurate, complete, or up-to-date;*

26.3.3) that defects or issues will be corrected immediately.

26.4) the SUBSCRIBER acknowledges that use of the PLATFORM is at its *own discretion and sole risk*, and that any *system damage, data loss, or business disruption* resulting from its use is the SUBSCRIBER’S sole responsibility.

26.5) no oral or written advice or information obtained from ANAND RATHI IT or through the PLATFORM will create any warranty unless expressly included in this AGREEMENT.

## **27) ENTIRE AGREEMENT**

27.1) This agreement, along with any referenced order forms, privacy policies, or annexures, constitutes the entire understanding between the parties with respect to the subject matter herein.

27.2) It supersedes all prior discussions, representations, negotiations, understandings, or agreements, whether oral or written, between the subscriber and ANAND RATHI IT.

27.3) No amendments or modifications to this agreement shall be valid unless made in writing and duly executed by authorized representatives of both parties.

## **28) UPDATES AND MODIFICATIONS**

28.1) ANAND RATHI IT reserves the right to revise, update, amend, or modify these terms and conditions at its sole discretion, provided that reasonable prior notice is given to the subscriber through appropriate communication channels such as in-app notifications, email, or official website announcements.

28.2) Continued use of the E-HR platform and its services after the effective date of any such updates shall constitute the subscriber's acceptance of the revised terms.

28.3) It is the subscriber's responsibility to periodically review these terms and conditions to stay informed of any changes.