

BrandWeb Direct® Terms & Conditions:

BrandWeb Direct® (hereafter referred to as "Company"), provides products, software and manpower Services (collectively, hereinafter referred to as "Services") subject to any customer's or buyer's (hereafter referred to as "Client") acceptance of and compliance with the Terms and Conditions (hereinafter referred to as "Terms") and the terms and conditions of the Service Level Assurance Agreement (hereafter referred to as "SLA") outlined below:

Terms

The Terms of the Agreement will commence on the date the Client enrolls for our Services and will end when terminated by either party in accordance with the Terms & Conditions and SLA

1.0 Description of Service

Company may provide Client with one or more of the following services:

- Business Website or Business-related website pages
- Search Engine Marketing, Search Engine Optimization, Pay Per Click or other forms of Internet Marketing
- Website Storage Space, Domain, E-mail Services, website hosting, or maintenance and support Services.
- Other customised technology services

Unless explicitly stated otherwise, any addition of a new feature that augments or enhances the Services shall be considered to be part of the Services.

Company reserves the right to modify, suspend or discontinue the Services (or any part thereof), based on non-cooperation, non payment, or unwanted delay from client, at any time, without notice. Client expressly agrees that Client, or any related third party, shall not hold Company or its suppliers liable for any losses, damages or consequences whatsoever from such modification, suspension or discontinuation of the Services.

2.0 Access to Information

For purposes of the Agreement, all web pages that are owned, operated or hosted by, or on behalf of, or for Company, are referred to herein as the Company "Websites".

To access the Company Services or Company Websites Client may be asked to provide certain registration details or other information. It is a condition of Client's use of the Services or access to the Company Websites that all the information Client provides will be correct, current, and complete. If Company believes the information that the Client has provided is not correct, current, or complete, Company has the right to refuse Client access to any Company Websites or Services or any of its resources, and to terminate or suspend Client's account at any time.

3.0 Payment

3.1 Client agrees to pay Company the service fee, for any Program or Service that the Client enrolls in, pursuant to the terms of the Payment Plan Client selects, including, without limitation, all applicable taxes, if any, in accordance with the billing terms in effect at the time the service fee becomes payable.

3.2 The Client expressly understands, acknowledges and hereby authorizes Company to automatically charge Client's credit card or debit Client's bank account once a month or one time as per the Program requirement.

3.3 The Client will be charged an upfront fee upon ordering, details and invoice for which, will be emailed to the client no later than 48 working hours. Company also reserves the right to pursue alternative means of payment up to and including debt collection services and customer shall be liable for all collection costs, including without limitation, attorneys' fees. If the client does not respond for 7 days without any notification we are entitled to charge the due amount to the customer and the amount would not be refunded.

3.4 In the interests of security and to safeguard both parties from payment frauds, Company may request for documents if applicable, to ensure that the client is the cardholder and authorized to make the payment on behalf of the business or individual. The client agrees to submit these documents as and when requested. These are required by law, in accordance with the security compliance procedures of Company and its suppliers. These may be in the form of:

3.4.1 A signed copy of the Task Order

3.4.2 A copy of the FRONT SIDE ONLY of your Credit or Debit Card

3.4.3 An ID proof in the form of:

3.4.3.1 A Driving License

3.4.3.2 A National ID card

3.4.3.3 Any Photo ID issued by the government of Client's respective country.

3.5 The name appearing on the statement could be BrandWeb Direct or StickyWeb Technologies Ltd, as applicable.

3.6 Payments for Renewals of the Website, Domain, Hosting, Server Space and other subscriptions.

3.6.1 Company will send an email 3 month prior to expiry of Website, Domain, Hosting, Server Space and other relevant subscriptions to the client, informing about the due date of renewal.

3.6.2 No sooner than 60 (Sixty) days prior to expiry, Company will attempt to contact Client who had not renewed their relevant subscriptions on the first notice. Client will be requested to renew at this stage.

3.6.3 No later than 40 (Forty) days prior to expiry, Company will put the status "Website under maintenance" for customers who are still not contactable. If still unsuccessful, Company will notify its suppliers of the same in time and request to cancel the domain on expiry.

3.6.4 All customers must be informed at Acquisition of the renewal charges.

4.0 Cancellation & Refunds Policy

4.1 All amounts owed by the client to Company for Services rendered prior to the verified cancellation date must be paid in full. There will be no prorating for partial months throughout the Agreement. Due to account security and privacy concerns, all billing related questions and cancellation requests MUST be made in writing or via email.

4.2 Cancellation requests will only be processed if made by the initial authorizing party and if received in writing. There will be no refunds of any monies for any cancellation requests made after the cooling off period of 7 days from the date of order. For security and training purposes, all calls inbound and outbound through Company corporate offices are digitally recorded and the recordings form a part of the verbal contract between Company and the client.

4.3 Any cancellations done after the cooling off period by the client, for any reason whatsoever, will lead to a full payment of the agreed price and immediate termination of the contract, until otherwise mutually agreed between Company and the client.

5.0 Receivables Policy

5.1 As Company provides a bill-through service; the company takes a significant credit risk for each and every Client. Therefore, Client is responsible to maintain an active and valid payment method on file at all times.

5.2 If for any reason, Client's payment method is not available, Company reserves the right to immediately and temporarily turn off the website, pay-per-click ads, sponsored listings and ongoing or then current production, reporting, or support Services being provided to account.

5.3 If the payment is not received, Company reserves the right to terminate the Agreement in full and retain ownership of the website, domain name, or other Services until such time the account has been paid in full.

5.4 All Term Commitment Terminations will result in an escalation of all fees owed under the Terms of the Agreement. Many Clients maintain multiple forms of payment on file to prevent this from occurring.

6.0 Representations and Warranties

Client represents warrants and covenants that:

- 6.1 Client has sufficient authority to enter into the Agreement
- 6.2 Client is a business, and that Client's use of Company Services is solely for lawful commercial and business purposes
- 6.3 Client has the necessary rights to provide all information provided under the Agreement for use as described in the Agreement, and that all such information and all claims, statements, products and Services contained or referenced therein and in the website to which it links:
 - 6.3.1 Do not violate any law, statute, ordinance, treaty or regulation or Company policy or guideline
 - 6.3.2 Do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party
 - 6.3.3 Do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity
 - 6.3.4 Are not false, deceptive or misleading
 - 6.3.5 Are not defamatory, libelous, slanderous or threatening
 - 6.3.6 Will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancel bots or other computer programming routines that may potentially damage, interfere with intercept, or expropriate any system data or personal information;
 - 6.3.7 Comply with the applicable Program Terms;
 - 6.3.8 Comply with all laws regarding unsolicited electronic messages (including without limitation, the CAN-SPAM Act of 2003 and Client will not engage in any form of spamming or other impermissible marketing activities through any Company Program.

7.0 Indemnification

7.1 Client will indemnify and hold Company, its subsidiaries, affiliates, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms and Conditions or the applicable Program Terms by Client, including any use of content and third-party content developed by Company other than as expressly authorized in these Master Terms and Conditions.

7.2 Client agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and Client agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. Client will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Client's use of the information accessed from Company.

8.0 Trademarks

Trademarks, Service-marks, and Logos appearing on this site are the property of Company or the party that provided the trademarks, service marks, and logos to Company. Company and any party that

provided trademarks, service marks, and logos to Company retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

9.0 Security

9.1 Any passwords used for this site are for individual use only. Client will be responsible for the security of Client's password (if any). Company will be entitled to monitor Client's password and, at its discretion, require Client to change it. If Client uses a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate Client's account.

9.2 Client will notify Company immediately if Client believes that the security of Client's account has been compromised. Company AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM ANY SECURITY BREACHES.

9.3 Client is prohibited from using any Services or facilities provided in connection with Company to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing Services, cracking tools or network probing tools) is strictly prohibited. If Client becomes involved in any violation of system security,

9.4 Company reserves the right to release Client's details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate detected violations of these Master Terms and Conditions.

9.5 Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions.

BY ACCEPTING THIS AGREEMENT CLIENT WAIVE AND HOLD HARMLESS Company FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY Company DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER Company OR LAW ENFORCEMENT AUTHORITIES.

10.0 Proprietary Information

10.1 The material and content accessible from this site, and any other World Wide Website owned, operated, licensed, or controlled by Company (the "Content") is the proprietary information of Company or the party that provided the Content to Company, and Company or the party that provided the Content to Company retains all right, title, and interest in the Content.

10.2 The Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Company, except that Client may print out a copy of the Content solely for Client's internal use.

10.3 Client may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms and Conditions is prohibited. Neither title nor intellectual property rights are transferred to Client by access to the Services or Company Websites.

10.4 Client is expressly prohibited, directly or indirectly through any third party, from any of the following:

10.4.1 Copying, modifying, creating a derivative work of, reverse engineering, reverse assembling or otherwise attempting to discover the source code of any software pertaining to the Services or Company Websites

10.4.2 Renting, leasing, selling, assigning, transferring, sublicensing, re-licensing, granting a security interest in, or gaining unauthorized access to the Services or Company Websites; and

10.4.3 Accessing the Services or Company Websites by any means other than through the interface that is provided by Company for use in accessing the Services or Company Websites.

- 10.5 Company suppliers are the exclusive owners of all right, title and interest in and to the Services or Company Websites along with any and all related intellectual property rights including, without limitation, all associated rights under the laws of copyright (including derivative works), trademarks and patent. Nothing in this Agreement shall be deemed to limit or restrict Company suppliers from providing its Services, Company Websites or technology to any third party for any purpose whatsoever, or in any way affect the rights granted to such other third parties. The use of any of the Services or Company Websites shall in no way be construed by any user as granting or conferring upon them any intellectual property rights whatsoever.

11.0 External Sites

This site may be hyper-linked to other external sites that are not maintained by, or related to, Company. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this site or Company. Company has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyper-links are to be accessed at Client's own risk, and Company makes no representations or warranties about the content, completeness or accuracy of these hyper-links or the sites hyper-linked to this site. Further, the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by Company of that site.

12.0 Information Provided

- 12.1 Client would provide Company with the necessary contents, images, videos, logos, and other relevant information required to make the site live within the agreed timeline.
- 12.2 In the event that the Client fails to provide the contents, images, information, videos, logos, Company would complete the website with suitable data provided or with "Coming Soon" text or "Image Not Available" in case of images.
- 12.3 Company will also inform the Client at least 3 Working Days in advance of such site being made live with and would charge the card for the due amount on site completion.
- 12.4 Client may not post, send, submit, publish, or transmit in connection with this site any material that:
- 12.4.1 Client does not have the right to post, including proprietary material of any third party; Advocates illegal activity or discusses an intent to commit an illegal act;
 - 12.4.2 Is vulgar, obscene, pornographic, or indecent;
 - 12.4.3 Does not pertain directly to this site;
 - 12.4.4 Threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
 - 12.4.5 Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
 - 12.4.6 Violates any law or may be considered to violate any law;
 - 12.4.7 Impersonates or misrepresents Client's connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
 - 12.4.8 Advertises any commercial endeavor (e.g., offering for sale products or Services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or Services) except as may be specifically authorized on this site;
 - 12.4.9 Solicits funds, advertisers or sponsors;
 - 12.4.10 Includes Services which contain viruses, worms and/or Trojan horses or any other computer code, files or Services designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
 - 12.4.11 Disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site; Includes MP3 format files;
 - 12.4.12 Amounts to a 'pyramid' or similar scheme;
 - 12.4.13 Disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
 - 12.4.14 Contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

12.5 Company reserves the right to monitor use of this site to determine compliance with these Master Terms and Conditions, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, Client remains solely responsible for the content of Client's submissions.

12.6 Client acknowledges and agrees that neither Company nor any third party that provides Content to Company will assume or have any liability for any action or inaction Company or such third party with respect to any submission.

13.0 Submissions

13.1 Client hereby grants to Company the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Company through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed.

13.2 Company will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations.

13.3 Company and its suppliers do not claim ownership rights in any Content that Client owns, or are owned by a third party, and that Client has provided for inclusion in the Services and/or incorporation onto Client's website. Accordingly, Client is solely responsible for ensuring that said Content does not violate any of Company policies or rig or any rd party's rights.

13.4 Company.com will treat any personal information that Client submits through this in accordance with its Privacy Policy.

14.0 Communication from Company

Client agrees to receive all communications from Company, whether via telephone, facsimile, or e-mail, and expressly agree not to consider any such communication(s) as unsolicited. Refusal to receive such communications from Company will constitute grounds for termination of this Agreement and deactivation of Client's Website.

15.0 Termination for Cause

15.1 Company and its suppliers reserve the right to immediately terminate this Agreement and deactivate Client's account and access to Services or Company Websites if they believe, in their sole and absolute discretion, that Client has:

15.1.1 Violated, or threaten to violate, the terms of this Agreement; or

15.1.2 Created, or are creating, websites as a nuisance or in a deliberate attempt to degrade or otherwise interfere with the Services or Company Websites.

15.2 Any user who is terminated for cause under this section hereby agrees to forfeit any and all rights, claims and/or causes of action against Company and its suppliers, including without limitation Client's rights to any refunds or for any losses, expenses, damages or costs incurred as a result of such termination and deactivation.

16.0 Site Ownership

Copyright, code structure, processes, imagery, and intellectual property related to the finished website produced by Company will be owned by Company. Transfer requests must be initiated by the Client to the dedicated Company Project Coordinator in writing. Rights to photos, graphics, source code, work-up files, and computer Services are specifically not transferred to the Client, and remain the property of Company. Company retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. The website(s) may contain a copyright/legal statement with a link to Company Services and corporate website. Client assumes all liability for licensing the proper technology, and imagery, for the site to operate properly outside of Company hosting environment. If Client desires to

transfer the site to another hosting platform, Company reserves the right to charge a one time ownership transfer fee, which includes all supporting code, fonts, imagery, etc.

17.0 Force Majeure

Company shall not be liable or deemed to be in default under this Agreement for any delay or failure to perform resulting from (a) accidents, fire, labor disputes, epidemics, war, terrorist acts, riots, insurrections, power blackouts, acts of nature or causes beyond its reasonable control without its fault or negligence, (b) acts or omissions of the other Party or of a third Party (other than the non-performing Party's own agents or contractors), or (c) compliance with any law, regulation, ruling, order or requirement of any federal, state or municipal government or agency or court of competent jurisdiction (a 'Force Majeure Condition').

18.0 Data Limitations

Company will impose the following data limitations on email and bandwidth provided by Company through its products and Services offering.

19.0 Limitations of Liability

19.1 CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT Company AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Company HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- 19.1.1** THE USE OR THE INABILITY TO USE THE SERVICE
- 19.1.2** 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 SERVICE
- 19.1.3** UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S TRANSMISSIONS OR DATA
- 19.1.4** STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR ANY OTHER MATTER RELATING TO THE SERVICE.

20.0 Governing Law

The company is a part of a corporate group in India, with its representatives based in various overseas territories, and is governed by the laws formulated by the Government of India.