

Terms of Use

Last updated on: 01-June, 2018

PLEASE READ THESE GENERAL TERMS AND CONDITIONS (THE "TERMS OF USE") CAREFULLY BEFORE ACCESSING FACTCRESCENDO PLATFORM OR ANY SERVICES MADE AVAILABLE BY US. BY ACCESSING OR USING THE FACTCRESCENDO PLATFORM, YOU SIGNIFY AND ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND YOU ARE AGREEING TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE. YOU AGREE THAT THESE TERMS OF USE CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND CRESCENDO TRANSCRIPTION PRIVATE LIMITED, A PRIVATE LIMITED COMPANY, HAVING ITS REGISTERED OFFICE AT "T.40, S.NO.-4, DISHA NAGARI BEED BY-PASS ROAD AURANGABAD 431001". IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, PLEASE DO NOT ACCESS THE FACTCRESCENDO PLATFORM OR ANY OTHER SERVICES AND FEATURES.

In these Terms of Use, references to

- **"User Submission/s"** means any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials that You, as a User, submit for display, distribution, verification or otherwise to FactCrescendo Platform through the Services;
- **"User"** includes any natural or legal person who makes use of any portion of the FactCrescendo Platform or Services;
- **"Permitted Purpose"** means the use of FactCrescendo Platform or the Services by You for (i) browsing through the FactCrescendo Platform; (ii) availing Services from time to time subject to FactCrescendo's policies, if any; (iii) use for the lawful purpose of verifying news/claims; (iv) making User Submissions; (v) checking reply to any User Submission/s; or (vi) in a manner set forth herein;
- **"Image(s)"** means all visual representations furnished to Us by You, whether captured, delivered or stored in photographic, magnetic, optical, electronic or any other media.
- **"You"** and **"Your"**, shall mean a natural or legal person, organization and/or individual who has been authorised or not prohibited by applicable laws to avail Services for a Permitted Purpose and is a User and has accepted these Terms of Use for accessing the FactCrescendo Platform. Your authorized users, employees and personnel (if any) are deemed to have accepted these Terms of Use on Your behalf;
- **"Your Content"** shall have the meaning as ascribed in Clause 4 below;
- FactCrescendo mobile application (**"Mobile Application"**) and factcrescendo.com (**"Website"**) shall collectively be hereinafter referred to as the **"FactCrescendo Platform"**;
- **"We"**, **"Us"**, **"Our"**, **"FactCrescendo"** shall mean **"Crescendo Transcription Private Limited"**;

BY USING THIS FACTCRESCENDO PLATFORM YOU AGREE AS FOLLOWS:

1. Introduction:

These Terms of Use are subject to change from time to time at Our sole discretion, and any changes will be effective immediately upon posting on the FactCrescendo Platform. You are responsible for regularly reviewing these Terms of Use so that You will be apprised of any changes. You can determine when these Terms of Use were last revised by referring to the [“LAST UPDATED”] legend at the top of these Terms of Use. Your continued use of the FactCrescendo Platform after such changes will indicate Your acceptance of such revised Terms of Use. We are committed to providing adequate content to You and encourage You to contact us via CONTACT US information provided on Our FactCrescendo Platform.

2. What are Our Services?

The FactCrescendo Platform is an electronic platform that provides services to verify any public claims/news and including but not limited to internet based services on the FactCrescendo Platform and such other services that are incidental and ancillary thereto (“**Services**”).

We are not responsible for any conduct or behaviour of the third parties on FactCrescendo Platform.

We may use User Submissions, Your Content and other related data obtained from You in order to continually improve the ease of operation of Our Services. We reserve the right to use any kind of web analysis systems. Any kind of usage of Your Content shall be informed to You in our Privacy Policy which is available at <https://www.factcrescendo.com/privacy-policy/> . We reserve the right at all times and at Our own discretion to make use of the services of third parties in providing Services on Our FactCrescendo Platform.

We may provide links to other web sites or internet resources for Your convenience only, and such links do not signify or imply Our endorsement of such other web site or resource or its contents over which We have no control and which We do not monitor. You will use those links at Your own risk and should apply a reasonable level of caution and discretion in doing so. You agree that We shall have no responsibility or liability for any information, software, or materials found at any other web site or internet resource.

3. Who Are Eligible To Use Our Services?

The Services are not available to minors under the age of 18 (eighteen) or to any user suspended by Us for any reason whatsoever. If You are disqualified as per the preceding sentence, You shall not be permitted to avail the Services or use the FactCrescendo Platform. You represent that You are of legal age to form a binding contract and are not a person barred from receiving the Services under the laws as applicable in India. Notwithstanding the foregoing, if You are below the age of 18 (eighteen) years, please read through these Terms of Use with Your parent or legal guardian, and in such a case these Terms of Use shall be deemed to be a contract between Us and Your legal guardian or parent and to the extent permissible under applicable laws, enforceable against You. We reserve the right on a case by case basis to demand documented proof that Your parent or legal guardian’s consent has been granted.

If You are a User, not being a natural person, You represent that You are duly authorized by the said User to accept these Terms of Use and You have the authority to bind the said User to these Terms of Use.

We reserve the right to refuse access to use the Services offered on FactCrescendo Platform to new users or to terminate access granted to existing Users at any time without according any reasons for doing so.

4. User Information and Security:

You do not require registering yourself to navigate through the FactCrescendo Platform, but You may be required to provide some information on this FactCrescendo Platform, like Your name, email address and such other personal information (“**Your Content**”), for availing some of the Services, including but not limited to submitting Your stories for fact checking. You hereby warrant that You have authority to provide any information to Us.

When providing Your Content, You agree and confirm to provide true, accurate, current and complete credentials or information about Yourself. If You provide information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that You have provided such information, We may (in addition to any other rights or remedies available to Us), suspend or terminate Your access and refuse any and all current or future use of the FactCrescendo Platform and the Services (or any portion thereof). You should not impersonate someone else, submit Your Content for anyone other than Yourself and the User You represent. You are responsible for the confidentiality of Your Content (if necessary) and Your personal information which You provide while trying to get the access of FactCrescendo Platform. We cannot and will not be liable for any loss or damage arising from Your failure to comply with this section.

If You access our FactCrescendo Platform, You are responsible for maintaining the confidentiality of Your Content, and for restricting access to Your android system/mobile phones. You agree to accept responsibility for all activities that occur under Your submitted mobile number/email id (if any). When You access this FactCrescendo Platform, You submit Your personal/ other information in our database which will be maintained by Us and will be used for making Your user experience better.

Additionally, You are prohibited from selling, trading, or otherwise transferring Your access right to another person.

5. Use Of Your Personal Information, User Submission and Your Content:

This clause explains that We will use Your Personal Information (*defined in Privacy Policy*) only in accordance with Our Privacy Policy. These Terms of Use incorporate Our Privacy Policy which describes (amongst other things) how we will use any Personal Information collected from the FactCrescendo Platform. For more information, please see Our full Privacy Policy available at <https://www.factcrescendo.com/privacy-policy/>. By visiting Our FactCrescendo Platform, You are accepting and consenting to the practices described in Our Privacy Policy.

You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attributions with respect to Your User Submissions. We reserve the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes without any compensation to You. These advertisements may be targeted to the content or information stored on the Services. In consideration for Us granting You access and use of the Services, You agree that We may place such advertisements throughout our Services.

Any User Submission found to be in violation of the Terms of Use or that We determine to be harmful to the platform may be modified, edited, or removed at Our discretion. When submitting any User Submission to our platform You represent and warrant that You own all rights to the User Submission and You have paid for or otherwise have permission to use any User Submission submitted. When You

submit any User Submission to Us, You grant Us, Our partners, affiliates, users, representatives and assigns a non-exclusive, fully-paid, royalty-free, irrevocable, world-wide, universal, transferable, assignable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, market, sub-license or use and reuse all or part of your User Submission. It is important for You to grant Us this license so that We may transmit your User Submission and review such User Submission.

Images: You hereby agree to grant Us a perpetual right to use, publish, display and archive all Images/photos shared by You with Us under User Submissions. You shall retain all copyright and ownership rights in Your Images. You shall deliver Us with Images in an industry standard format and at a suitable resolution. It is Your responsibility to verify that the digital data and Images are suitable for reproduction of the expected quality and colour accuracy. If the published Images on Fact Crescendo Platform is not deemed suitable, Our sole obligation will be to replace or repair the published Image, and in no event shall We be liable for poor reproduction quality, delays or consequential damages.

Image alterations: We shall not make or permit any alterations like additions or subtractions in respect of the Images shared by You, alone or with any other material, except cropping and alterations of contrast, brightness, colour balance and consistent with reproduction needs may be made.

Image/ Photo Credit: All published usages of Images on Fact Crescendo Platform, including Images received through User Submissions, will be accompanied by written credit to the photographer, as per information received by Us. If no placement of a credit is specified, it means (i) no credit is required; (ii) Image has been clicked by Our photographer; or (iii) the source of Image is not known by Us. If a credit is required or the source was known/communicated to Us and is not actually mentioned/provided, We shall provide an amount of INR 100 (Rupees Hundred Only) **per Image** as a reasonable compensation to the photographer for the lost value of the credit line, provided that: (i) You have the evidence that You had communicated us with the photographer details; and (ii) We have not mentioned the credit line within 7 working days from the date of intimation by You to Us.

Idea Submission: We do not accept or consider unsolicited ideas (including but not limited to ideas relating to processes, technologies, product enhancements, product names, etc.), even as a part of Your Content. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works ("**Unsolicited Submission/s**") in any form to Us. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Our products might seem similar to ideas You submitted to Us. If, despite Our request that You not send Us Your ideas, You agree to the following: (1) Your Unsolicited Submissions and their contents will automatically become Our property, without any compensation payable or due to You; (2) We may use or redistribute the Unsolicited Submissions and their contents for any purpose and in any way; (3) there is no obligation for Us to review the Unsolicited Submission; and (4) there is no obligation to keep any Unsolicited Submissions confidential.

6. Conduct, Rules and Responsibility:

6.1 You Agree and Confirm that You will lawfully use the Services provided by Us and comply with all applicable laws and regulations while using and/or transacting on Our FactCrescendo Platform.

6.2 That You are accessing the Services available on FactCrescendo Platform and transacting at Your sole risk and are using Your best and prudent judgment before transacting in any manner through this platform.

6.3 Conditions applicable: You agree to abide by the following rules of conduct.

6.3.1 You will not copy, distribute or disclose any part of the FactCrescendo Platform in any medium, unless permitted by Us;

6.3.2 You will not attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the platform;

6.3.3 You will not use any robot or other automated means or interface not provided by Us to access the FactCrescendo Platform or to extract or export data collected through the platform;

6.3.4 You agree not to use the platform to stalk, harass, bully or harm another individual;

6.3.5 You agree that You will not hold Us responsible for Your use of FactCrescendo Platform;

6.3.6 You agree not to use FactCrescendo Platform in any way that is misleading, unlawful, defamatory, obscene, invasive, threatening or harassing;

If You are discovered to be undertaking any of the aforementioned actions, Your privileges to use Our FactCrescendo Platform may at our discretion be terminated or suspended. Generally we will provide explanation for any suspension or termination of access to use the platform, but We reserve the right to suspend or terminate access at any time without notice or explanation.

6.4 By way of example, and not as a limitation, You agree and undertake that when using a Service, or submitting any User Submissions, You will not:

- (a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- (b) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- (c) upload files that contain software or other material protected by intellectual property laws unless You own or control the rights thereto or have received all necessary consents; You own or control the rights thereto or have received all necessary consents;
- (d) upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of FactCrescendo Platform;
- (e) conduct or forward surveys or contests;
- (f) violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- (g) use the Services for any illegal or unauthorized purpose;
- (h) violate any applicable laws or regulations for the time being in force in or outside India; and
- (i) violate, abuse, unethically manipulate or exploit, any of the terms herein for the use of FactCrescendo Platform.

If You have violated the above requirements or if We believe that any User Submission may harm the platform or other Users, Your access to the FactCrescendo Platform may be suspended or terminated.

7. Guarantee and responsibility for Your Content and User Submissions:

You shall be solely liable for any claims, damages, allegation arising out of Your Content and/or User Submissions on FactCrescendo Platform (including but not limited to legality of Your Content, information related to purpose of availing Services, etc.) and shall hold Us harmless and indemnified against all such claims and damages.

We may not review User Submissions, and You agree that You are solely responsible for all of your User Submissions. You represent and warrant that Your User Submissions and our authorised use of such submissions do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights). Your User Submissions must not violate Our policies. You may not represent or imply to others that Your User Submissions are in any way provided, sponsored or endorsed by Us.

8. Communications

When You use the FactCrescendo Platform or send emails or other data, information or communication to Us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

9. Fees/ Charges and Payment Policy:

- (a) We do not charge any fee for browsing on FactCrescendo Platform. We reserve the right to bring in or change Our fee/pricing policy from time to time. In particular, We may at Our sole discretion introduce new services and modify some or all of the existing services offered on FactCrescendo Platform. In such an event We reserve the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be.
- (b) By agreeing to the Terms of Use, You agree to Our pricing policy and payment policy.
- (c) All payments (if any) for the Services availed by You, shall be compulsorily in Indian Rupees acceptable in the Republic of India if You are an Indian National. We will not facilitate transaction with respect to any other form of currency for Indian National or a foreign citizen.
- (d) In order to make payments, You will be required to provide Us information regarding Your credit card or other payment instrument. You represent and warrant to Us that such information is true and that You are authorized to use the payment instrument.
- (e) We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly/indirectly to You due to- (i) lack of legal authorizations for any transaction; (ii) any payment issues arising out of the transaction; or (iii) decline of transaction for any other reason/s.

10.Fair Comment:

10.1. The content of the pages of this FactCrescendo Platform indicate Our fairness and transparency in Our editorial opinion and the content is for Your general information and use only. We do not advocate, endorse, warrant or gurantee any content provided by others through the FactCrescendo Platform or public forums/blogs enabled by Us. Ur intent is to provide You with insights and We do not intend to harm You or malign anyone or anything.

- 10.2. Neither We nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this FactCrescendo Platform for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 10.3. Your use of any information or materials on this FactCrescendo Platform is entirely at Your own risk, for which We shall not be liable. It shall be Your own responsibility to ensure that any products, services or information available through this platform meet your specific requirements. Users are solely responsible for the decisions they make, the actions they take, and the results they obtain based on the use, non-use, or misuse of content provided by Us. We are not responsible for and assume no responsibility for any (i) physical or emotional harm, damage, accident, injury, disease or death; (ii) any business harm, damage or loss; financial harm, damage or loss; lost profits; lost business opportunities; lost contracts; business interruption; loss of personal or professional goodwill or reputation; or loss of any other kind; resulting from the use, non-use, or misuse of content provided by Us on the FactCrescendo Platform.
- 10.4. We are not responsible and do not assume any responsibility for any offensive, defamatory, or illegal conduct by any of the Users.
- 10.5. None of the contents on this FactCrescendo Platform, or social media channels, or communicated or shared by Us through Our newsletter, email communication, or any other form of communication, should be perceived as providing professional, business, financial, medical/mental health, legal advice, counselling or services.

11. Platform Disclaimer

Kindly be aware that Our FactCrescendo Platform and any information found within it are offered “as-is.” The said platform and any Services offered are not fail-safe and are not designed or intended for use in situations requiring fail-safe, error-free, or interruption-free performance which could lead to severe injury to business, people, property, or the environment (“**Essential Activities**”). These Essential Activities may include, without limitation, vital business operations, personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from the Essential Activities and You expressly release Us from any liability related to such Essential Activities. You agree that any information may be inaccurate, unsubstantiated or possibly even incorrect. We cannot guarantee that using Our platform will result in any benefits or positive results for You. You agree to release Us from any liability that We may have to in relation to Your use of our FactCrescendo Platform. Through the said platform you may be able to meet third parties, We ask you to exercise common sense and good judgment when doing so. You agree to release Us from any liability related to any encounters with third parties that may occur through Your use of the said platform. By using the platform You agree that any legal remedy or liability that You seek to obtain for actions or omissions of other third parties will be limited to a claim against the particular third parties who caused You harm and You agree not to attempt to impose liability on, or seek any legal remedy from Us with respect to such actions or omissions..

12. Intellectual Property Rights:

It is expressly clarified that You will retain ownership and shall solely be responsible for You Content, User Submissions and any content that You provide or upload when using any Service, including any

text, data, information, images, photographs, music, sound, video or any other material which You may upload, transmit or store when making use of Our various Services.

The FactCrescendo Platform and the processes or other content, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "**Content**") on FactCrescendo Platform is owned and controlled by Us or Our licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights (whether an application is approved/filed for the same or not). Through Your use of FactCrescendo Platform, by no means are any rights impliedly or expressly granted to You in respect of such Content. We reserve the right to change or modify the Content from time to time at Our sole discretion.

Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Us of such Content and no others rights are conveyed to You by virtue of accessing or using FactCrescendo Platform.

13.Disclaimer /Limitation of Liability:

WEBSITE, SERVICES, CONTENT, USER CONTENT AND ANY THIRD PARTY CONTENT ARE PROVIDED BY US ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) FACTCRESCENDO PLATFORM OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE FACTCRESCENDO PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF FACTCRESCENDO PLATFORM OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF FACTCRESCENDO PLATFORM OR SERVICES WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN FACTCRESCENDO PLATFORM OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH FACTCRESCENDO PLATFORM / CONTENT OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OR ANY SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. WE HAVE ENDEAVORED TO ENSURE THAT ALL THE INFORMATION ON FACTCRESCENDO PLATFORM IS CORRECT, BUT WE NEITHER WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR SERVICE. FACTCRESCENDO PLATFORM SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE FACTCRESCENDO PLATFORM OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE FACTCRESCENDO PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE FACTCRESCENDO PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, WE SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE FACTCRESCENDO PLATFORM DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE FACTCRESCENDO PLATFORM THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND OUR CONTROL.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY, EVEN IF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE OF SERVICES BY ANY THIRD PARTY OR ORGANIZATION ON FACTCRESCENDO PLATFORM.

BY ACCESSING OUR FACTCRESCENDO PLATFORM, YOU MAY DISCLOSE INFORMATIONS LIKE LOCATION, EMAIL-ID ETC., (APP PERMISSIONS) TO US. YOU SHALL HAVE SOLE RESPONSIBILITY AND LIABILITY FOR SUBMITTED INFORMATION AND MATERIALS. WE WILL USE SUCH SUBMITTED INFORMATION AND MATERIALS EXCLUSIVELY FOR YOUR BETTER EXPERIENCE OF USING OUR FACTCRESCENDO PLATFORM. WE DO NOT WARRANT THAT THIS FACTCRESCENDO PLATFORM; INFORMATION, CONTENT, MATERIALS, PRODUCT (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE FACTCRESCENDO PLATFORM; ITS SERVERS; OR ELECTRONIC COMMUNICATION SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

14. Indemnification:

You agree to indemnify, defend and hold Us harmless, including Our directors, employees and agents from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Us that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use or Privacy Policy. The indemnities shall survive beyond the period of Your usage of Factcrescendo Platform.

15. Feedback Mechanism:

We may have a feedback mechanism tool for Our Factcrescendo Platform. You agree that while using the Factcrescendo Platform, You are subject to evaluation by Us. The evaluation shall be based on a system of rating and review, which shall be on the basis of Your usage of the Factcrescendo Platform or usage of Services or on the basis of interaction on the Factcrescendo Platform, if any.

16. Exclusions of Liability:

- 16.1. We shall not be liable to You for any losses arising out of a force majeure event, i.e. events beyond Our control, including but not limited to acts of God, war, riots, terrorism, crime, strikes, lockouts, postal/communication disruption, failure or shortage of infrastructure, shortage of materials, etc.
- 16.2. We shall not be liable to You in respect of any business losses, such as loss of or damage to property, profits, income, revenue, use, production, anticipated savings, business, contracts, computer failure/ malfunction, commercial opportunities or goodwill or for costs or expenses arising for such damage or loss which may arise while availing Services on FactCrescendo Platform.
- 16.3. The Services require an internet connection and We shall not be responsible/ liable for any deficiency in Services arising out of deficiency or on account of Your internet connection.
- 16.4. We shall not be liable to You in respect of any special, indirect or consequential loss or damage resulting from the access, use or malfunction of Services.

16.5. If, notwithstanding foregoing exclusions, Our aggregate liability to You, whether arising in contract, tort, strict liability or otherwise, shall not exceed INR 10,000 (Rupees Ten Thousand Only). It is hereby clarified that Our total liability for any collective liability from multiple Users shall not exceed INR 100000 (Rupees One Lakh Only).

17.Termination:

We may suspend or terminate Your use of the Factcrescendo Platform or any Service if it believes, in its sole and absolute discretion that You have breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. We reserve the right to refuse to provide You with access to the Factcrescendo Platform if it is brought to Our notice or if it is discovered that You are under the age of 18 years. We reserve the right to terminate if We have reasonable grounds to suspect that information provided by You is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms of Use, We shall have the right to indefinitely refuse to provide You with access to the Factcrescendo Platform or Services. We reserve the right to refuse to process Your transactions/communications with a prior history of breach of any agreements by You with Us and/or any of Our third party vendors or breach/violation of any law or breach of any policy.

18.Severability:

If any provision of the Terms of Use is found by a court or other binding authority to be invalid, You agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Terms of Use shall continue in full force and effect.

19.Governing Law:

The laws of India, shall govern these Terms of Use, regardless of Your location. You hereby expressly consent to exclusive jurisdiction and venue located in, Aurangabad, Maharashtra, India, for all matters or disputes arising out of or relating to these Terms of Use or Your access or use of the FactCrescendo Platform.

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR YOUR USE OF THE FACTCRESCENDO PLATFORM MUST BE BROUGHT BY YOU WITHIN 1 (ONE) MONTH OF THE DATE SUCH CAUSE OF ACTION FIRST AROSE, OR SUCH CAUSE OF ACTION IS FOREVER WAIVED BY YOU. EACH CAUSE OF ACTION SHALL BE ADJUDICATED INDIVIDUALLY, AND YOU AGREE NOT TO COMBINE YOUR CLAIM WITH THE CLAIM OF ANY THIRD PARTY.

20.Non-waiver:

We reserve all rights permitted to Us under these Terms of Use as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions herein or under any applicable law should not be construed as Our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

21.Grievance Officer:

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Vinod Rathi

Address: 24, STPI, Opp: Garware Stadium, Chikalthana, Aurangabad – 431001. MH, INDIA.

Email: info@factcrescendo.com