

## SERVICE AGREEMENT

### I. PRINCIPAL INTRODUCTION:

The terms "We" / "Us" / "Our"/"Company" individually and collectively refer to **BUSINESS ON CLICK PRIVATE LIMITED (CIN: U72900GJ2021PTC122329)** , a Company incorporated under the Companies Act, 1956/2013 on having registered office/place of business at **Indraprasth Shop No. 405 Pancheshwar Tower Road Jamnagar 361001 Gujarat, India** and the terms "Visitor"/"User"/"You" /"Your" / "Yourself" refer to the users of the web portal and pages at the URL: <https://www.businessonsheets.com/> and all web pages, third party or otherwise, linked thereto hereinafter together, referred to as the "**Website**".

The User and the Company shall be jointly referred to as the Parties or as Party individually as the context so warrants,

Whereas: <https://www.businessonsheets.com/> is an internet/web based online portal under the brand name. Whereas <https://www.businessonsheets.com/> is owned, maintained and operated by the Company viz. Business on Click Private Limited.

Whereas the Company is into the business of providing specific educational skills as well as offering customised business operating solutions along with transfer of key to operating and maintain such business solutions on an ongoing basis. The Company also endeavours to operate and provide access to a comprehensive learning management system for enabling all entrepreneurs to manage and drive their businesses operations efficiently and effectively. The Company shall also provide learning solutions to various students across the globe and across various educational streams to provide the students a valuable resource to supplement their respective course curricula.

This document is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made there-under and the amended provisions pertaining to electronic documents / records in various statutes as amended

by the Information Technology Act, 2000.

This document evidences the principal contract („Agreement“) between the Company and the Yourself for procurement of services or goods by Users on/from/ through and on the Website or any other use of the Website by Users and is a legally binding contract between You and the Company.

In addition to this document, the Company may additionally prescribe any Terms and Conditions of Use of the Website as well as the Privacy Policy governing the Company and the Website and the use thereof by any Users.

As and when such documents are prescribed by the Company on the Website for the viewing and consent of the User, this Agreement along with any prescribed Terms and Conditions of Use of the Website and Privacy Policy shall together form a set of binding documents between the Company and the User governing all matters relating to the use of the Website by the User, whether for procurement of goods or services or otherwise.

The User shall be bound by all the terms, conditions, covenants, representations and warranties of this document, the Terms and Conditions of Use as well as the Privacy Policy so prescribed by the Company on the Website, jointly as well as individually and to that extent, each such document shall be an independently binding and enforceable contract between the User and the Company.

Please read this document carefully. By using the Website, you indicate that you have read, have understood, agree and consent to be bound by this Service Agreement. If you do not agree with the terms of this Service Agreement, please do not use this Website and exit the website. .

## **II. DESCRIPTION OF SERVICES:**

The Company shall provide to various Users, the following services on and through the Website which together and severally shall be referred to as „**Online Services**“):

- i.Planning, designing and creating customised client business solutions to address and cater to specific business needs and processes of the client.
- ii. Making available to the Users of the Website, readily downloadable standard business templates or educational templates which may be directly and effectively integrated into business or can be used for learning of the User to achieve the relevant business or learning efficiency and synergy.
- iii. Access to various content and videos pertaining to learning, usage and deployment of various business solutions in the nature of operations, management, administration, budgeting, planning and such other tools of business engineering.

### **III. PROCESS AND PROVISIONS OF ON-BOARDING:**

The User understands, accepts and acknowledges that to procure Online Services on and from the Website, the User shall complete the On-Boarding Process on the Website which shall include providing and entering preliminary details pertaining to the name, email ID, constitution and some personal information, which shall be entered on the Website by the User under the „Login/Signup“ tab and shall be submitted on the Website („**Online Submission**“) The Online Submission shall form the enrolment application of the User.

Upon submission of such details by the User, the Company shall forthwith process the application by collating details entered by the User and on payment of the relevant Service Facilitation Fee by the respective User, the Company shall forthwith allot to the User, the relevant Login credentials in the nature of a Username and a Password to access the Website portal and to begin consuming the Online Services made available by the Company on the Website.

### **III. PAYMENT OBLIGATIONS AND PROCESS THEREOF:**

In lieu of the Online Services to be provided/rendered by the Company to the Users of the Website, the Company shall charge to the Users and the Users shall pay to the Company, a Service Facilitation Fee of such amount as the Company may from time to time display on the Website based on the nature of services to be so procured by the User and the contents thereof.

The said Service Facilitation Fee may be a singular one time charge or shall be a recurring subscription amount as may be decided by the Company from time to time based on the content or a combination thereof made available to the Users of the Website by the Company.

The User agrees and confirms that he shall pay the Service Facilitation Fee upfront to the Company at the time of on-Boarding and where the Online Services selected by the User require recurring subscription payments, the Service Facilitation Fee shall be paid in advance for the period covered by the subscription.

The Service Facilitation Fee once paid by the User shall not be refunded in any circumstances.

The Company shall be entitled to provide such discounts or run/operate such business promotion schemes which may provide for rebate/waiver of a part(s) or whole of the Service Facilitation Fee for any User or group of Users as the Company may deem fit for the purposes of business and such discounts and/or rebates/waivers shall be entirely at the discretion of the Company and no User shall be entitled to question any such variation in Service Facilitation Fee on any ground whatsoever.

The Company further reserves the right to revise the Service Facilitation Fee at such intervals or at such times as it may deem fit for other prospective Users and such revision by the Company for other persons shall not be called into question by any existing User on the grounds of any discrimination due to such change, before any

authority, statutory or otherwise.

The Users shall pay the Service Facilitation Fee online on the Website through various acceptable modes of electronic fund transfer or through use of various Payment Wallets/Credit/Debit Cards, among others.

In addition to the Service Facilitation Fee, the Company may at its discretion impose, levy and collect such other charges or fees or costs from the User for the upkeep, maintenance and operation of the Website, which charges or fees or costs shall be duly disclosed and intimated to the User for his prior consent and agreement, which the User may accord or deny. In the event the User accepts and pays off such charges, fees and/or costs to the Company, the User may continue to use the services provided on the Website. In the event the User chooses not to pay such charges, fees or costs as the case may be, the User shall cease to have any further access to the Online Services on the Website.

Notwithstanding the aforesaid, the User shall not be denied access to the Online Services on the Website during any period in respect of which the User has duly paid the Service Facilitation Fee in advance, where during the time of payment of such Service Facilitation Fee, the Company had not intimated to the User the charge, levy or collection of any such charges, fees or costs.

In addition to above, the charges/fees for customised solution to be designed based on the specific requirement of the user shall be decided on case to case basis and shall be paid as per the terms agreed by the company and the user.

#### **IV. DUTIES AND OBLIGATIONS OF THE USER:**

The User's duties and obligations, without prejudice to any other provisions of this document shall be as under:

i. The User shall adhere to and abide by all the provisions of this document as well as the Terms

and Conditions of Use of the Website and the Privacy Policy, which are duly made available to the User by the Company on the Website.

- ii. The User shall duly make perform all its contractual payment obligations under its contract with the Company.
- iii. The User as a buyer of services on the Website or as a user of customised solution specifically shall be liable to forthwith discharge all liabilities, more specifically, any indirect tax liabilities in respect of any consideration charged to him from time to time;
- iv. The User shall not have any proprietary right, title or interest in the Website or the portal or its facilities, the software/code thereof, the information provided on the Website and any other content provided on the Website, and no such claim shall lie against the Company or any other person at any point of time.
- v. The User shall not, by himself or through any other person on his behalf, publish, supply, show or make available to any other person, or reprocess, retransmit, store or allow use of the Website or the Online Services provided thereon or any information provided thereon by the Company or any third person or any cusotmised solutions designed thereon by the Company or any third person, except with the prior written approval of the Company.

**V. FAIR USE AND DISCLAIMERS:**

During the currency of this Agreement, and in course of the provision of Online Services by the Company to the Users, and /or thereafter, any or all data and information submitted or shared by the User with the Company shall be subject to the relevant Privacy Policy which shall be made available by the Company to the User on the Website.

The Company recognizes and the User acknowledges that some data or information

so collected from the User, may be sensitive personal data or information and thereby Company shall make all possible and reasonable efforts to ensure security and confidentiality of such data.

The Company expressly declares that so far as any data which is entered or provided by the User on the Website or any data which is used by the User in the course of accessing the Online Services on the Website is concerned, it may be hosted on third party servers over which the Company has limited control and while the Company has exercised reasonable diligence in choosing the host-server of the online data and resources, the Company expressly disclaims any and all liability on account of any loss, damage or theft or non availability of any such data or information that may occur whilst hosted on the Website or any third party server, in the course of using the Website or otherwise and while the User may be entitled to independent legal recourse, the Company shall not be held liable for any negligence or mis-appropriation or any other liability in tort in the event, the security of the Website stands compromised due to cyber-attacks, phishing, viruses, malware etc.

The User hereby confirms, accepts and acknowledges that for the purposes of providing Online Services over the Website or other content through audio visual uploads on various video streaming platforms or widely used social media platforms, the Company may make use of third party licenses, private or open source as well as use, reproduce and interpret third party data and information which may be widely available in the public domain.

The use of any such third party information or data by the Company as a licensee, for the purposes of provision of Online Services by the Company to the Users on the Website or other content through audio visual uploads on various video streaming platforms or widely used social media platforms is solely based on the personal interpretation of such data and information by the Company and its agents/affiliates and is to be understood in the context thereof. The User agrees that more than one interpretation of any such data or interpretation may be possible and the Company

does not claim or give any warranty of the correctness, accuracy, credibility or the quality of any such interpretation of data and information used by the Company for providing such Online Services to the Users and the Company and its agents/affiliates shall not be held liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages caused to the User, resulting from invalid or incorrect results arising from any reliance placed on the any such data or information or the interpretation thereof by the Company for providing any Online Services to the User.

**V. USER COVENANTS:**

The User hereby covenant with the Company as under:

- i. He/she/it shall ensure compliance with and adherence to all the provisions of this Agreement, or the Terms and Conditions of Use as well as the Privacy Policy and shall not commit any acts or omissions amounting to breach of any such documents.
- ii. He/she/it shall not at any point of time claim that they have been conferred or will be granted any claim or any right or title or interest in the Website source code and shall not hold out any such claim or representation to any third person;
- iii. He/She/It shall not, in any manner howsoever/whatsoever under this Agreement project himself/herself/itself as having been assigned or awarded any ownership, management or administration rights over the Website and shall confirm/reaffirm to any third person as and when necessary that, this Agreement along with the Terms and Conditions of Use and the Privacy Policy is merely a contract governing the use of the Website by the User and the Online Services provided thereon by the Company to the User and the relevant provisions pertaining thereto;
- iv. It shall not call into question before any forum, judicial or otherwise, any act or decision of the Company, the right to which is specifically vested in the Company under this Agreement, or under the Terms and Conditions of Use of the Website or the Privacy Policy and shall be bound by such act(s) or decision(s) as the case may be;
- v. The User confirms and agrees that the Company is and shall continue to be entitled to



introduce newer features on the Website and acknowledges that the Website may experience down times due to loading of such updates onto the Website and/or for maintenance activity and it expressly agrees that such down times shall not tantamount to any deficiency in service on the part of the Company;

vi. Accessibility of the Website is largely dependent on availability of internet connectivity and that limited or no connectivity which impedes the User's access to the Website, shall not form or give rise to any cause of action to the User against the Company;

vii. The User acknowledges the legal sanctity of all the electronic documents that he/she/it may execute or consent to on the Website and irrevocably agrees to be bound in law by the contents and covenants of such documents so executed or consented by him/her/it on the Website and confirms that he/she/it shall not rescind from obligations under any such documents under or by setting up a the defence that the said contracts are not set out in writing on a document signed by both Parties to such contracts.

#### **VI. NON DISCLOSURE AND CONFIDENTIALITY:**

In connection with this Agreement, and/or during its currency and in the process of accessing and consuming Online Services on the Website by the User, certain confidential information may be generated or disclosed by User to the Company with regard to the operations of the User, which the Company shall be duty bound to keep as confidential unless the User consents to the fair use of such information or unless the said information is required to be furnished under law.

The User shall not make any public announcements or disclosures in relation to this Agreement, or the transactions contemplated by it without the prior written approval of

the Company, to the form and manner of the announcement unless that announcement is required to be made by law.

Disclosure/Sharing of confidential information shall be strictly on a “need to know” basis on terms of confidentiality, at least equal to those prescribed herein.

It is expressly agreed that information pertaining to the User shared by the Company in pursuance of providing Online Services to the User shall not be treated as confidential information.

#### **VII. INTELLECTUAL PROPERTY RIGHTS:**

The Parties agree that all intellectual property belonging to a Party in any known form such as trademarks, brand names, patents, copyrights, designs etc. including goodwill in the same shall always remain the property of the respective Party, with the other Party not acquiring any right, title or interest, contingent or otherwise, whatsoever/howsoever.

All intellectual property rights in the Website and in connection with the Website along with all the upgrades thereto and goodwill thereof, shall always belong to and remain the intellectual property of Company and/or its promoters or any third party licensor of which the Company is the licensee, as the case may be;

It is clarified that all intellectual property rights in any material generated, discoveries, data etc. made, processes established, transactions executed in the process of running of the Website shall always belong to the Company and/or its promoters as the case may be, without the User acquiring any rights therein howsoever/whatsoever.

The User shall do all such acts, deed, things and execute all necessary declarations and documents confirming the Company’s and/or its promoters or the third party licensor’s, ownership and/or proprietary interest in the Website and in all associated Intellectual Property Rights therein, in any such material as may be requested by the

Company, at its costs.

**VIII. INDEMNITIES:**

Without prejudice to the generality of any other indemnity provisions in this Agreement or in the Terms and Conditions of Use or the Privacy Policy as the case may be, the User hereby unconditionally indemnifies the Company including their respective Affiliates, Trustees/partners, officers, employees, agents, licensors and associates against any loss, damage, claim, action or expense (including, without limitation, legal expense) which they may suffer as a result of any of the following :

- i. Breach of any term of this Agreement or the Terms and Conditions of Use of the Website or the Privacy Policy thereof including acts of default committed by the User under this Agreement or under any such other document;
- ii Breach of any covenants under this Agreement;
- iii Any negligence or act done without due care by the User or their appointees;
- iv. All actions, proceedings, claims, demands or prosecutions which may be brought, commenced or instituted against the Company including their trustees, partners, Affiliates, employees, agents for the damage, loss or accident caused due to action attributable to an action /inaction/ default of the User during the course of accessing and consuming Online Services on the Website;

**VIII. REPRESENTATION AND WARRANTIES:**

The User represents and warrants to the Company as under:

- i. it is duly and legally authorized either personally or through any lawful representative to undertake the responsibilities/obligations assumed under this Agreement which are its legally valid and binding obligations and legally enforceable against the User;

- ii. The User is legally qualified and competent to perform the transactions covered under this Agreement;

**IX. TERMINATION:**

This Agreement may/shall be terminated as follows:

- i. The Agreement shall be terminated on the cancellation of the Login Credentials of the User by the Company on non payment of Service Facilitation Fees or any additional charges, fees or costs by the User under this Agreement in which case the Company shall cancel the Login Credentials of the User thereby stopping access of the User to the Online Services on the Website;
- ii. By the Company, if the User fails to perform or breaches any of its, obligations and roles under this Agreement, and such failure or breach continues unheeded for a period of sixty(60) days following receipt of due notice of such failure in which case the Company shall cancel the Login Credentials of the User thereby stopping access of the User to the Online Services on the Website; or
- iii. By the Company forthwith without notice, if the User should breach any of its representations and/or warranties or enters into liquidation or administration or receivership, either voluntary or compulsory, or becomes insolvent, or enters into composition/ compromise or corporate reorganization proceedings or dissolution in which case the Company shall cancel the Login Credentials of the User thereby stopping access of the User to the Online Services on the Website, subject however to the order of any Court or jurisdictional Tribunal or any such Governmental Authority, to the contrary;
- iv. By the User, on giving 60 days prior notice to the Company, provided all the obligations of the User have been fulfilled completely and the User has no outstanding dues payable to the Company whether as Service Facilitation Fee or as any additional charges, fees or costs. On such notice, the Login Credentials of the

User shall be cancelled by the Company;

v. Obligations ,liabilities and rights of the Parties relating to and under the provisions of fair use of data, confidentiality, indemnity, Intellectual property rights , governing law , jurisdiction and dispute resolution as contained in this Agreement shall survive the expiration or Termination of this Agreement.

**X. FORCE MAJEURE AND OTHER ACTS BEYOND CONTROL:**

Neither Party to this Agreement shall be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, weather, pandemics, epidemics, strike, lock-out or other labour problems, accidents, riots, ("**Force Majeure**") , acts of God or other events beyond the control of the Party in breach which include defaults of the User attributable to inaccessibility of the Website due to down times during which the Company is causing and uploading up-grades onto the Website or is carrying out maintenance activity on the Website;

The Parties herein, in such event, shall not have any claim whatsoever against each other (except for any pending monetary payment liability) in respect of the termination of this Agreement as a result of an event of Force Majeure and this Agreement and the relevant documents shall be treated as closed on mutual consent without any further liability.

**XI. DISPUTE RESOLUTION:**

In the event of any disputes, controversies and conflicts ("**Dispute/s**") arising out of this Agreement between the Parties, the Parties shall endeavor to mutually resolve/settle the Disputes in good faith through mutual negotiation and discussions between senior executives or personnel of the disputing Parties;

In the event that the said Dispute is not settled within 30 days of its arising, the same

shall be settled finally and determined by arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 in which case, the seat and venue of arbitration shall be Jamnagar and the language used in the arbitral proceedings shall be English.

The arbitral award and decision by the arbitrator shall be in writing and shall be final and binding and shall be enforceable in any court of competent jurisdiction.

## **XI. MISCELLANEOUS PROVISIONS:**

### **No Partnership or Joint Venture:**

The Parties under this Agreement expressly do not intend hereby to form a partnership, either general or limited, and/or joint venture, under any jurisdiction's law. The Parties do not intend to be partners to one another or partners as to any third party, or create any fiduciary relationship among themselves, except to the extent of being in a contract of services under this Agreement. To the extent that any Party, by word **or action**, represents to another Person that any other Party is a partner or that the Agreement is a legitimate partnership, the Party making such representation shall be liable to any other parties that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation.

### **Related Documents and Terms and Conditions:**

The Terms and Conditions Of Use of the Website and the Privacy Policy governing the access to the Website, as prescribed by the Company shall for all purposes be treated as forming part of this Agreement and shall be binding on the User.

Without prejudice to any other provisions of this Agreement, the Company does and

shall all times have full and complete authority to amend/alter/change all or any of the provisions of The Terms and Conditions Of Use of the Website and the Privacy Policy governing the access to the Website, which the Company may have to effect in order to keep compliance with the law or in order to ensure efficiency of the Website operations or to meet with business exigencies.

The User acknowledges such right of the Company and agrees at all times, to be bound by any such amendments/alterations/changes made by the Company to the Terms and Conditions of Use and the Privacy Policy, from time to time without calling any such amendments/alterations/changes to question before any authority, judicial or otherwise.

The User hereby explicitly agrees, confirms and acknowledges the right of the Company to add/ amend /alter/supplement any provision of this Agreement or to replace this Agreement with a new agreement which may be required in view of any change/alteration/amendment in existing laws, etc. or as may be required due to business exigencies or due to any other reasons and the User covenants with the Company that such additions/alterations/supplementations/ replacements shall not be called to question by the User before any judicial or quasi judicial or otherwise.

**Waiver:**

The failure of the Company to enforce at any time the provisions hereof shall neither be construed to be a waiver of such provisions nor a waiver of such duty or obligation; nor shall it be construed as *estopping* the Company from taking any action or exercising any remedy permitted in this Agreement or under law upon the subsequent occurrence of any similar or identical failure, default or breach or upon the failure of the User to subsequently cure such breach or default;

**Severability:**

Should any provision of this Agreement or Terms and Conditions of Use or the Privacy Policy be determined to be unenforceable or invalid, or any transaction contemplated

hereby determined to be unlawful by any court of law, arbitrator or competent government body for any reason, all other provisions shall continue (except if this Agreement stands terminated) in full force and effect. In the event if any such determination results in a material change in the rights and obligations of either Party, the Party adversely affected shall have the option to terminate this Agreement by 30 (Thirty) days notice after the date of such determination.

**Independent Parties:**

Each Party to this Agreement is an independent Party and shall not be liable for any default of any other Party, nor shall a default by one Party be deemed to be a cross default of another Party.

**Costs and Expenses:**

Save as otherwise provided herein, the Parties shall bear their own costs, fees and expenses of whatsoever nature arising out of the execution of this Agreement and it is hereby expressly agreed that the Parties shall be respectively responsible and liable for all Taxes and operating expenses that are liable to be paid in respect of their respective services rendered or obligations performed and income there-from and each Party shall be exclusively and solely responsible to comply with the Applicable Laws that govern such payments/income and the reporting thereon.

**Jurisdiction:**

The Parties hereby submit to the exclusive jurisdiction of the Courts at Jamnagar India, to try, adjudicate, compound and/or settle any Dispute arising from this Agreement and shall be bound by the rules and regulation pertaining to the procedures as established by the jurisdictional courts of Jamnagar, India.

This Agreement, the Terms and Conditions of Use of the Website and the Privacy Policy shall be deemed to have been validly executed and shall be legally binding and enforceable by and between the Parties forthwith on the User according his consent by



wither clicking on the relevant radio button or checking the checkbox or by other prescribed means, thereby positively accepting the contents of such documents and accepting to be bound by them.

**Queries or Grievances:**

If an User wishes to raise any query with the Company he/ she may proceed to do so by accessing the „Contact Us“ tab/field on the relevant web page on <https://www.businesssheets.com/>. Alternatively, the Users may also reach out to [info@bocpl.com](mailto:info@bocpl.com) for specific assistance with any queries or grievances.