# **General Terms and Conditions**

# Terms of use

Welcome to Uolo. Please continue reading to learn about the rules and restrictions that govern your use of Uolo's website(s) and all other Products, Services and applications made available by Uolo from time to time. These General Terms & Conditions includes by reference, the Agreement as well as Uolo's Privacy Policy.

# **Definitions**

- "Agreement" means the supply order executed with the relevant Subscriber;
- "Content" means any content (whether in hard copy or in digital), publication, teaching instruction, assessment, worksheets, videos, e-learning material which is provided by Uolo in relation to the Services;
- "Intellectual Property Rights" shall mean and refer to all rights and interests, vested or arising out of any patent, copyright, design, trade mark, trade secrets, trade dress, technology, know-how or goodwill, whether arising from common law or statute, or any right to apply for registration under a statute in respect of those or like rights.
- "Privacy Policy" means the Privacy Policy of Uolo located at https://uolo.com/privacy-policy.html;
- "Product" has the meaning ascribed to it in the Agreement;
- "Services" has the meaning ascribed to it in the Agreement;
- "Term" means the term of provision of Services by Uolo in terms hereunder and the Agreement.

# Will these terms ever change

We are constantly trying to improve our Services, so these General Terms & Conditions may need to change along with the Services. We reserve the right to modify these General Terms & Conditions. Please keep yourselves informed of any changes by periodically checking this section. Your use of the Services constitutes your acceptance of the terms and conditions as modified from time to time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services, at any time. We'll do our best to provide you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical.

You represent and warrant to Uolo that: (i) you are at least 18 years old (or, if you are not at least 18 years old, you have your parent's permission to use the Services, and your parent has read and agrees to these General Terms & Conditions on your behalf); (ii) all registration information you submit is accurate and truthful; (iii) you will maintain the accuracy of such information; (iv) if you're agreeing to these General Terms & Conditions on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these General Terms & Conditions (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. These General Terms & Conditions shall be void where prohibited by applicable law, and the right to access the Services is deemed revoked in such jurisdictions.

# What does the Privacy Policy cover?

We take the privacy of our users very seriously. Please read our Privacy Policy, located at https://www.theuolo.com/privacy-policy.html.

# **Network charges**

Note that, by using the Services, you may receive e-mail or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.

### Additional terms

These General Terms & Conditions applies to all users of our Services, but there are special terms for you depending on what type of user you are. If you are, a teacher, coach who organizes a "class" or "group" of members, then you are an Organizer. If you are, (i) an Organization; (ii) or a student or parent of a student; (iii) or a student, teammate or parent of a student who is invited to be a member of a class or group by an Organizer, you are a Subscriber. In certain cases, Subscribers may be allowed to invite new members to a "group" to become Subscribers. If you are agreeing to these General Terms & Conditions on behalf of an organization, such as a school, coaching center, or club, you are an Organization. You may not sign up for or use the Uolo Services as someone you are not; Uolo may disable or terminate your account if you do so. Please read on below to find out what additional terms apply to you.

# If you are a Subscriber

All Subscribers shall be deemed to have read and agreed to these General Terms and Conditions. In addition, all parents or guardians of students under the age of 18 who are Subscribers shall be deemed to have read and agreed to these General Terms and Conditions.

You will only join classes and/or groups that you have been invited to, or based on your school, class or group affiliation, to which you are a part of.

# If you are an Organization (such as a school)

- You will only permit staff members (for example, your teachers) who are current employees of your organization to use the Services and to create their own class or group codes. Upon termination of a staff member's employment with the Organization, you will require such individual to return and cease using all class or group codes he or she has in his or her possession. If at any time you learn a user of the Services claims to be affiliated with your organization who is not, in fact, affiliated with your Organization, you will notify Uolo immediately by emailing support@theuolo.com.
- The Services may allow you to invite users to join your group(s) and/or to add users to your group(s). IF YOU INVITE OTHER USERS TO JOIN YOUR GROUP, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE OBTAINED CONSENT FROM EACH PERSON THAT YOU INVITE AND/OR ADD TO RECEIVE SUCH INVITATION AND TO RECEIVE MESSAGES FROM UOLO, FROM YOU, AND FROM ANYONE ELSE IN THE GROUP.
- Organizers can invite members by distributing "class codes" or "group codes" and communicate with Subscribers, (in some cases, there may be more than one Organizer per group).
- You may only share class or group codes with Subscribers whom you wish to subscribe to your group. If you
  plan to broadly or publicly publish these codes, you must manage the accuracy of your subscriber lists
  carefully.

- Organizers must maintain and monitor Subscriber lists in order to help ensure accurate representation of the Subscribers in your group.
- Organizers may be contacted by the sales team of Uolo from time to time for demonstration of learning programs offered by Uolo or its partners.

# **Registration and Security**

As a condition to using Services, you may be required to register with Uolo by selecting a password and providing your name and a valid email address. You will provide Uolo with accurate, complete, and updated registration information. You may not (i) select or use the name or email of another person with the intent to impersonate that person; or (ii) use a name subject to any rights of any person other than you without appropriate authorization. Uolo reserves the right to refuse registration of or cancel a Uolo account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without express prior written consent of Uolo. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to legal consequences. Uolo reserves the right, but will have no obligation, to investigate your use of the Services in order to determine whether a violation of the Agreement, as applicable and/or these General Terms & Conditions have occurred or to comply with any applicable law, regulation, legal process or governmental request.

# Consent to receive periodic messages and calls from Uolo

As part of the Services, Uolo may send communications (such as SMS, calls, emails, and push notifications) to subscribers of a class / group. For example, upon adding a new subscriber to a class group, such new subscriber will receive a welcome SMS message with username and password. Uolo may send other administrative messages as well. BY SIGNING UP FOR THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM UOLO, AND YOU REPRESENT AND WARRANT THAT EACH USER YOU INVITE AND/OR ADD TO A GROUP HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM UOLO AS WELL AS FROM YOU AND ANYONE ELSE IN THE GROUP. You agree to indemnify and hold Uolo harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising or which may arise from or in any way related to your breach of the foregoing.

### Content

You agree that you may only use the Services in accordance with Uolo's Guidelines. All materials displayed or performed or available on the Services (including, but not limited to text, graphics, data, articles, photographs, images, illustrations, User Submissions (defined below), and so forth (all of the foregoing, the "Content")) are protected by copyright and other intellectual property laws. You may only use the Services for your own personal, non-commercial use and only in accordance with the terms of these General Terms & Conditions and/or Agreement, as applicable and all laws that apply to you. Uolo is not responsible for your use of the Services in any way that breaks the law. You agree you will abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and will not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates anyone else's (including Uolo's) rights.

You may download or copy certain Content for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content other than personal, non commercial use is expressly prohibited without prior written permission from Uolo or from the copyright holder identified in such Content's copyright notice.

You will not link to the Services without Uolo's prior written consent, except in accordance with the terms of these General Terms & Conditions. In the course of using the Services, you and other users may provide information which may be used by Uolo in connection with the Services and which may be visible to certain other users. All materials, information and content that you post or otherwise provide to Uolo (and in connection with the Services) are your "User Submissions." You retain ownership of the rights you may have in your User Submissions, provided that Uolo hereby is and will be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable (only to an successor) right to fully exploit such User Submissions (including all related Intellectual Property Rights) and to allow other users to do so (however, Uolo will only share your personally identifiable information in accordance with Uolo's current Privacy Policy.

Furthermore, Uolo (and any other user who accesses User Submissions) retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. You grant other users of the Services a non-exclusive license to access your User Submissions through the Services, and to exercise rights in and to such User Submissions and to view such User Submissions as permitted through the functionality of the Services and under these General Terms & Conditions (for example, the recipients of a message sent by you will be able to save, copy, edit and store that message). All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Uolo will not be liable for any errors or omissions in any content. Uolo cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Uolo cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Uolo be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

# **Intellectual Property Rights**

You acknowledge and agree that Uolo shall retain sole and exclusive ownership of (i) all products, materials, concepts owned by Uolo or in which Uolo has a proprietary interest in perpetuity, (ii) the Services provided herein and set out in the Agreement, and (iii) all Intellectual Property Rights of Uolo. In consideration of the obligations contained herein and set out in the Agreement, Uolo grants you a limited non-transferable, non-exclusive, non-sub-licensable, worldwide, royalty-free right and license during the Term to use the Services in the manner set out herein. Save as expressly agreed, nothing herein or as set out in the Agreement transfers ownership of Intellectual Property Rights of Uolo to you. You acknowledge that provision of Services herein and set out in the Agreement, may contain or be accompanied by certain third-party software products or services that are licensed by the Company. To the extent so stipulated by the license that governs the use of a third-party product, such third-party product shall be subject to its own third-party agreements, not these General Terms & Conditions or the Agreement. You also agree that Uolo has complete title and ownership in (a) any feedback comments, suggestions, ideas, concepts and changes and all associated Intellectual Property Rights that it provides in relation hereto and (b) anonymized data that is collected pursuant hereto. Pursuant to the above, Uolo, in its sole discretion, may use any information or material provided to it under sub-clause (a) and (b) above for improving its Services. In the event of any Intellectual Property Rights violation or infringement, you shall promptly notify Uolo of any such violations, infringements, imitations, simulations, unlawful use, or misuse thereof, which comes to your knowledge along with all particulars in respect thereof and Uolo shall have the right to participate in the defence of such suit and other related proceedings. Any wilful omission or any omission that should have been notified to Uolo about the Intellectual Property Rights violation or infringement shall constitute material breach of this agreement and will entitle Uolo to unilaterally cease provision of Services.

# Your restrictions and responsibilities

You warrant, represent and agree that you will not use/disseminate/process any Content or otherwise use (or encourage any third party to use) the Services in a manner that

- Infringes or violates the Intellectual Property Rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- Violates any law, statute, ordinance or regulation;
- Is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by Uolo;
- Jeopardizes the security of your account in any way, such as allowing someone else access to your account
  or password;
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or
  information of or relating to the Services (or the products of Uolo's third party service providers).
   Uolo reserves the right to terminate access of any third party application or service to our published or
  unpublished APIs.

Uolo reserves the right (but does not have the obligation) to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Uolo apprehends that you may have breached any provision of these General Terms & Conditions or the Agreement, or for no reason at all. You, not Uolo, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Uolo and to grant Uolo the rights to use such information in connection with the Services and as otherwise provided herein

You will be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You will be responsible for ensuring that such equipment or ancillary services are compatible with the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

### Third party website

The Services may contain links to third party websites that are not owned or controlled by Uolo. When you access third party websites, you do so at your own risk. Uolo encourages you to be aware when you leave the Services and to read the Terms and Conditions and Privacy Policy of each third party website that you visit or utilize.

Uolo has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites. In addition, Uolo will not and cannot monitor, verify, censor or edit the content of any third party site. By using the Services, you expressly relieve and hold harmless Uolo from any and all liability arising from your use of any third party website or service. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Uolo will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between users on this site, or between users and any third party, you understand and agree that Uolo is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Uolo, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

# **Warranty and Disclaimer**

Uolo has no special relationship with or fiduciary duty to you. You acknowledge that Uolo has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Uolo from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites or services containing, information that some people may find offensive or inappropriate. Uolo makes no representations concerning any content contained in or accessed through the Services, and Uolo will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Uolo makes no representations or warranties regarding suggestions or recommendations of services or products (including Content provided by publishers) offered or purchased through the Services. Products and Services purchased or offered (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Uolo or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product. THE SERVICES, PRODUCTS, CONTENT, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. UOLO DOES NOT GUARANTEE ANY OUTPUT OR RESULTS OF ANY OF THE SERVICES OR PRODUCTS AND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

# Indemnity

You will indemnify and keep indemnified, Uolo, its directors subsidiaries, affiliates, officers, and employees harmless to the full extent (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of these General Terms & Conditions and/or the Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

### WHAT THIS IS SAYING

You are solely responsible for your use of Uolo's Services. If you do not comply with these General Terms of Service and/or the Agreement, any loss shall be your account and you will be required to bear the consequences in contract and in law and indemnify Uolo to the fullest extent for any loss caused to Uolo as a consequence of such non compliance.

# **Limitation of Liability**

IN NO EVENT WILL UOLO OR ITS SUPPLIERS OR ITS SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER HEREOF OR THE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF UOLO HAD BEEN OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES, (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF INR 1000/- OR THE FEES PAID BY YOU TO UOLO HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND

UOLO'S REASONABLE CONTROL. THE FOREGOING INDEMNIFICATION OBLIGATIONS ARE CONDITIONED ON YOU: (I) GIVING UOLO WRITTEN NOTICE CONTAINING DETAILED INFORMATION OF THE LEGAL AND ACTUAL BASIS OF RELEVANT CLAIM ON OR BEFORE THE LAST DAY OF THE TERM; (II) REASONABLY COOPERATING WITH UOLO, IN THE DEFENSE OF SUCH CLAIM; AND (III) UOLO HAVING THE RIGHT (BUT THE NOT OBLIGATION) TO CONTROL THE DEFENSE; (IV) NOT ENTERING INTO ANY SETTLEMENT THAT AFFECTS UOLO'S RIGHTS OR INTEREST WITHOUT UOLO'S PRIOR WRITTEN APPROVAL.

### **Termination**

These General Terms & Conditions will remain in full force and effect while you use the Services. Subscribers who have enrolled via this application, may terminate your use of the Services or your account at any time by contacting us at support@uolo.com Uolo may disable or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of these General Terms & Conditions), and without warning or notice, which may result in the forfeiture of all information associated with your membership. Upon termination of your account, your right to use the Services, and any Content will immediately cease; however, Uolo may retain messaging data or other data and information pursuant to these General Terms & Conditions and as necessary for auditing purposes and as required by law. All provisions of these General Terms & Conditions which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. On termination by Uolo for any cause not attributable to the Subscriber, Uolo shall refund an amount equivalent to the subscription fee for any unutilized Services, if any, which have been paid but not delivered to the Subscriber.

### Miscellaneous

Uolo may engage third parties to furnish part or all of the services in connection with the Services. (ii) You cannot assign the Agreement and/or these General Terms & Conditions whether by operation of law or otherwise without the prior written consent of Uolo. Uolo shall however be entitled to directly or indirectly, assign its rights and obligations under the Agreement and/or these General Terms & Conditions to its affiliates or subsidiaries. (iii) The parties shall be deemed to be acting as independent contractors and shall not be deemed to agents, representatives, joint venturers or partners. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity. (iv) Neither party shall be liable to the other for any non-performance or delay in the performance of any of its obligations hereunder (excluding payment obligations) due to any cause beyond such party's reasonable control including due to acts of God, acts of civil or military authorities, terrorist acts, fires, labor disturbances, floods, epidemics, pandemics, change in governmental rules or regulations, war, riot, (each, a "Force Majeure Event") and either party shall have the option to terminate the Agreement and/or these General Terms & Conditions forthwith if such Force Majeure Event continues for more than sixty (60) days and if the parties are unable to agree upon an extension hereof. (v) Termination of the Agreement and/or these General Terms & Conditions shall not affect those provisions hereof that by their nature are intended to survive such termination. (vi) If a court of law holds any provision of the Agreement and/or these General Terms & Conditions to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of the Agreement and/or these General Terms & Conditions shall not be affected.

# Confidentiality

You acknowledge that during the Term, you ("Recipient") may receive or otherwise become familiar with information about Uolo ("Discloser"), including but without limitation information about Discloser's technology, customer information, financial information, software, product roadmaps, business activities and operations, trade secrets, third party business relationships, and all other information disclosed or made available by Discloser to Recipient whether or not marked "confidential" or "proprietary" and/or that should otherwise be reasonably understood to be confidential or proprietary (the "Confidential Information"). Recipient hereby agrees to take reasonable measures to maintain the confidentiality and secrecy of the Confidential Information

of Discloser and to avoid its disclosure. Recipient agrees to limit access to the Confidential Information to those of its authorized employees, advisors, consultants, subcontractors, vendors, agents and representatives (collectively, "Representatives") who have a need to know solely in connection with Recipient's performance or receipt of the Services contemplated hereby or by the Agreement or in connection with Recipient's enforcement of its rights hereunder, provided that such Representatives are, by reason of written agreement or operation of law, bound by confidentiality restrictions consistent with those contained in this section with respect to such information. Recipient will not attempt to reverse engineer the design or function of any of the Confidential Information of Discloser. Recipient shall have no obligation with respect to information which (i) was rightfully in possession of or known to Recipient without any legal obligation of confidentiality prior to receiving it from Discloser; (ii) is or becomes publicly available without breach hereof or the Agreement; (iii) is rightfully obtained by Recipient from a source other than Discloser without any legal obligation of confidentiality; (iv) is independently developed by Recipient without use of Discloser's Confidential Information; (iv) is disclosed with Discloser's approval; or (v) is disclosed by Recipient under a valid order of a court or government agency, provided that Recipient provides prior written notice to Discloser of such obligation, wherever permitted by applicable law, and reasonably cooperates with Discloser (at Discloser's expense) in Discloser's efforts to convince the court or administrative body to restrict or prevent the disclosure. Such confidentiality provisions shall remain in full force and effect for a period of twelve (12) months after the Term.

#### **Notices**

Any notice required or permitted by these General Terms & Conditions and the Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when actually delivered; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile or email transmission, upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the Uolo address set out on the Uolo website and in your case of, to the address provided in writing during registration.

# **Dispute Resolution, Governing Law & Jurisdiction**

The laws of India govern all matters arising out of or relating to these General Terms & Conditions and the Agreement without giving effect to any conflict of law principles and all disputes arising therefrom shall be subject to the courts in Delhi. Disputes shall be settled by a mutually appointed sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The parties shall share costs in such proportion as decided by the arbitrator. The seat and venue for such arbitration shall be Delhi, India and all proceedings shall be conducted in the English language.