

## TERMS OF SERVICE AGREEMENT

LAST REVISION: [12-November-2021]

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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The Website/Platform is owned by KnowDis Data Science LLP a Limited Liability Partnership registered under Limited Liability Partnership Act, 2008 with its registered office at **31 Vaishali, First Floor, Pitampura, Delhi -110034** (hereinafter referred to as "KnowDis").

This Terms of Service Agreement (the "Agreement") governs your use of this website, [<https://aiexpresso.com>] (the "Website"), KnowDis ("KnowDis Data Science LLP") offer of products for purchase on this Website, or your purchase of products available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. KnowDis reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. KnowDis will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. KnowDis encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with KnowDis for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

## I. PRODUCTS

Terms of Offer. This Website offers for sale of certain products (the "Products"). By placing an order for Products through this Website, you agree to the terms set forth in this Agreement.

**Customer Solicitation:** Unless you notify our third party call center reps or direct KnowDis sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations KnowDis and its designated in house or third party call team(s).

**Opt Out Procedure:** We provide 3 easy ways to opt out from future solicitations.

1. You may use the opt out link found in any email solicitation that you may receive.
2. You may also choose to opt out, via sending your email address to: [info@knowdis.ai](mailto:info@knowdis.ai)
3. You may send a written remove request to 307, 3rd Floor, DLF City Centre Mall, Shaheed Udham Singh Marg, Shalimar Bagh, Delhi 110088 India.

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Sales Tax. If you purchase any Products, you will be responsible for paying any applicable sales tax.

## II. WEBSITE

Content; Intellectual Property; Third Party Links. In addition to making Products available, this Website also offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites, about nutritional and dietary supplements. KnowDis does not always create the information offered on this Website; instead the information is often gathered from other sources. To the extent that KnowDis does create the content on this Website, such content is protected by intellectual property laws of India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, non-commercial use. Any links to third party websites are provided solely as a convenience to you. KnowDis does not endorse the contents on any such third-party websites. KnowDis is not responsible for the content of or any damage that may result from your access to or

reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.

Use of Website; KnowDis is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website

License. By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your normal, non-commercial, use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from KnowDis or the applicable third party (if third party content is at issue).

Posting. By posting, storing, or transmitting any content on the Website, you hereby grant KnowDis a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. KnowDis does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. KnowDis is not liable for any damage or harm resulting from any posts by or interactions between users. KnowDis reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content KnowDis deems objectionable.

### III. YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

If You use the Website/Platform, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website/Platform and refuse to provide You with access to the Website/Platform.

Your mobile phone number and/or e-mail address is treated as Your primary identifier on the Website/Platform. It is your responsibility to ensure that Your mobile phone number and your email address is up to date on the Website/Platform at all times. You agree to notify Us promptly if your mobile phone number or e-mail address changes by updating the same on the Website/Platform through a onetime password verification.

You agree that KnowDis shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account in cases, including, where You have failed to update Your revised mobile phone number and/or e-mail address on the Website/Platform.

If You share or allow others to have access to Your account on the Website/Platform ("Account"), by creating separate profiles under Your Account, or otherwise, they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.

#### **IV. DISCLAIMER OF WARRANTIES**

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KnowDis EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS. ("PRODUCTS" INCLUDE TRIAL PRODUCTS.)

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KnowDis MAKES NO WARRANTY:

THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THAT DEFECTS IN PRODUCTS WILL BE CORRECTED.

REGARDING ANY PRODUCTS PURCHASED OR OBTAINED THROUGH THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **V. PRIVACY**

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. If You object to Your Information being transferred or used in this way please do not use Platform. If You object to Your Information being transferred or used in this way please do not use Platform.

We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or reorganization, amalgamation, restructuring of business. Should such a transaction occur, another business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

## **VI. PAYMENT**

While availing any of the payment method(s) available on the Website/Platform, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- Lack of authorization for any transaction(s), or
- Exceeding the present limit mutually agreed by You and between "Bank(s)", or
- Any payment issues arising out of the transaction, or

- Decline of transaction for any other reason(s)

All payments made against the purchases/services on Website/Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Platform will not facilitate transactions with respect to any other form of currency with respect to the purchases made on Platform.

## **VII. COMPLIANCE WITH LAWS**

As required by applicable law, if the Customer makes a purchase of an amount equal to or above INR 200000.00, the Customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Customer, it need not be submitted again. The order of the Customer shall stand cancelled if there is a discrepancy between the name of the Customer and the name on the PAN Card.

Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued thereunder and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and KnowDis Website/Platform.

## **VIII. LIMITATION OF LIABILITY**

[KnowDis Data Science LLP] ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE.

[KnowDis Data Science LLP] WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE

WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **IX. INDEMNIFICATION**

You will release, indemnify, defend and hold harmless [KnowDis Data Science LLP], and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of:

- This Agreement or the breach of your warranties, representations and obligations under this Agreement;
- The Website content or your use of the Website content;
- The Products or your use of the Products (including Trial Products);
- Any intellectual property or other proprietary right of any person or entity;
- Your violation of any provision of this Agreement; or
- Any information or data you supplied to [KnowDis Data Science LLP]. When [KnowDis Data Science LLP] is threatened with suit or sued by a third party, [KnowDis Data Science LLP] may seek written assurances from you concerning your promise to indemnify [KnowDis Data Science LLP]; your failure to provide such assurances may be considered by [KnowDis Data Science LLP] to be a material breach of this Agreement. [KnowDis Data Science LLP] will have the right to participate in any defence by you of a third party claim related to your use of any of the Website content or Products, with counsel of [KnowDis Data Science LLP] choice at its expense. [KnowDis Data Science LLP] will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend [KnowDis Data Science LLP] against any claim, but you must receive [KnowDis Data Science LLP] prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

## **X. AGREEMENT TO BE BOUND**

By using this Website or ordering Products, you acknowledge that you have read and agreed to be bound by this Agreement and all terms and conditions on this Website.

## **XI. GENERAL**

Force Majeure. [KnowDis Data Science LLP] will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, Governmental restrictions, Governmental guidelines, Pandemic, Epidemic, lock downs, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. [KnowDis Data Science LLP] may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and [KnowDis Data Science LLP] and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of [KnowDis Data Science LLP] to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

## **XII. GOVERNING LAW**

Delhi Jurisdiction. This Website originates from the [Delhi, India]. This Agreement will be governed by the laws of the State of New Delhi without regard to its conflict of law principles to the contrary. Neither you nor [KnowDis Data Science LLP] will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of [New Delhi]. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.



### **XIII. TERMINATION**

[KnowDis Data Science LLP] reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and [KnowDis Data Science LLP] may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, [KnowDis Data Science LLP] reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until [KnowDis Data Science LLP] chooses, in its sole discretion and without advance to you, to terminate it.

### **XIV. DOMESTIC USE**

[KnowDis Data Science LLP] makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

### **XV. ASSIGNMENT**

You may not assign your rights and obligations under this Agreement to anyone. [KnowDis Data Science LLP] may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

**BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE  
YOU AGREE  
TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS  
AGREEMENT.**