

Terms And Conditions

User Agreement

I. Member Terms of Service applicable to all clients of browsap solutions

Welcome to BrowSAP! Being a registered member of any of BrowSAP services, you are agreeing the terms and conditions of BrowSAP Solutions Pvt. Ltd . Before you registering with us or start using our services please take a moment to review these Terms of Service (“**Terms**” or the “**Agreement**”) and policies. These Terms are an agreement between you and BrowSAP Solutions Pvt Ltd., it is important that you understand both the benefits we provide and our limitations.

This Agreement applies to the website accessible at www.browsap.in , www.apticar.in and **mobile applications** and other web sites / web applications provided by BrowSAP Solutions PvtLtd.

1. The Terms and conditions.

A) In order to use our services you have to accept these terms and condition so by a using our services either as a member or as visitor, it is assumed that you have accepted all the terms and conditions. These Terms and Conditions may be updated from time to time, which we may notify you with an alert that describes the changes. Your continued use of our services signifies your acceptance of the changes. These Terms will always be available to users on this page for you to read.

When using free services offered through BrowSAP’s third-party service providers, you will be subject to terms posted by these third-party service providers. Registration for browsap signifies your agreement to those additional terms. Also, by opting into third-party offers, you will be subject to terms posted by these third parties. Opting into these offers signifies your agreement to those additional terms.

2. About the Application and services.

A). General terms and conditions for using [apticar](http://www.apticar.in) mobile applications and related websites/applications.

- By registering at **apticar.in** or using **apticar.in** either by app or website, you are about to start using services from browsap solutions pvt ltd. So here after the term “we/our” refers to browsap solutions pvt ltd and the user agreement is made between you and browsap solutions pvt ltd.
- By registering at **apticar.in** or using **apticar.in** either by app or website, you are agreeing to our general terms & conditions.
- While registering it is requested to give accurate details, the mobile number, email id and address need to be validated when required. We will not allow to you to use our service if any of above (mobile number, email id, address) validation is not done when required for us.
- Even though we keep your details secure, we are not responsible for any kind of data loss or hacking.

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- We provide an online platform [with mobile app] for public users to undergo a set of questionnaire prepared based on **Holland Codes Assessment**. Based on the assessment we provide three set of career suggestions which can be used by the users for building their career.
- We also use some personality questionnaire particularly prepared for employee assessment by employers.
- We are only providing career suggestions and the validity of the suggestions depends on the assessment method and reliability of answers provided. The assessment can't be treated as final it needs to be reconfirmed by the users.
- With this platform we do not offer any training or placement service from our side. And we are not assuring any job placement or training with this platform.
- The other business entities linked with our service can provide you services like Training, Job Placement, Direct hiring by employers etc.
- Even though we verify the quality of third party service providers from our end, the users who use this service are responsible to check and verify the service providers for undergoing any service from them.
- We are not responsible for the content of communication made with our services and the users are required to obey the subjected law system of the country. The service will be terminated if any violation or illegal activity is found.
- As this service is a location based service we may use your present location to enable certain features in this app/website.
- By using our service you are permitting to save app/service related data both at your end & our end. We are not responsible for any kind of data lose from your end or third party users / service providers or our end.
- We will not share your contact details, personal details to anyone outside apticar other than registered Employers/Placement centers with us. If you don't want to share your contact details to employers you have to request us specifically and this option can be charged additionally to facilitate the link between you (users) and employers.
- The service is provided only for 1 year from the date of registration and the charges can vary according to the third party charges we use in this service.

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- Here by we state that, we are not responsible for any copyright violation by the client/users. The client/user has full responsibility for the content given in the website and application. If any illegal/fraudulent/copyright violation activity has been identified, we will immediately terminate our contract and service.
- All the pricings mentioned in this website related to any other third party service providers are subjected to change and we are not responsible for any kind of service interruptions caused by the failure on third party service provider systems.
- The registration is free for using **apticar.in** app and website, but the business accounts related to the apps/website is not free.
- This terms and conditions are subjected to change and you are advised to recheck these policies while using our services.
- All the terms are applicable for all type of "apticar" users like Institutes/Colleges/Training centers/Employers/Placement Centers etc.
- All business entity using "Apticar" are mandatory to sign separate agreement other than this agreement with us (BrowSAP Solutions Pvt Ltd) detailing the terms of use.
- The service cost for premium service will be non-refundable and No physical goods will be delivered for the payment. The cost is exclusively charged for using our premium services.

B). Service Limitations. We will do our best to make your experience with BROWSAP a pleasurable one, but we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings, or other service interruptions. For this reason, you agree that BrowSAP' services, including the services of our third-party service providers, are provided "AS IS." BROWSAP and our third party service providers cannot assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings. In addition, you hereby acknowledge and agree that we obtain our data from third-party sources, which may or may not be completely thorough and accurate and as such you cannot rely on its accuracy or completeness.

C). Service Changes and Discontinuation. BrowSAP Solutions Pvt. Ltd. reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that BrowSAP Solutions Pvt. Ltd. will not be liable to you or any third party for any modification or discontinuance of the Service.

4. Rules and Regulations:

For the benefit of the entire BROWSAP community and to comply with applicable laws, we have a few mandatory guidelines that we call "Rules and Regulations." We hope you will find them reasonable. Please understand, though, that any conduct that violates the Rules and Regulations is grounds for termination of your

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account. For this reason, we ask that you carefully read and follow them.

A). **Provide Accurate Information.** You agree to provide true, accurate, current, and complete information about yourself as requested in the BROWSAP registration forms (we call this information “Registration Data”). Accurate records help us create better sites and provide us with opportunities to identify new services or products that may interest you. Please update the Registration Data to keep it current and accurate.

B). **Guard Your Password.** You will receive a password upon completing the registration process. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur using your password or account. Please notify BROWSAP immediately of any unauthorized use of your password or account or any other breach of security. You hereby acknowledge that the information available through BROWSAP may include personally identifiable information and it is your responsibility to keep all such accessed information confidential and secure.

C). **Obey the Law.** You represent and warrant that you will not use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another’s privacy, abusive, threatening, or obscene, or that infringes the copyrights (rights of an owner of written material) or other intellectual property of others.

D). **Content Restrictions. BROWSAP** attempts to provide some of the very best content available on the web, and we make it available to you on the web for your personal, non-commercial use. All website/application design, text, graphics, the selection and arrangement thereof, and all software that are part of BROWSAP are protected by international copyright laws. The publication, sale, or redistribution in any form or medium of text, photos, graphics, audio, and/or video materials or any other form of proprietary content found on BROWSAP is strictly prohibited without the prior written permission of BROWSAP. Content that is publicly available on BROWSAP may not be stored in a computer, except for personal and non-commercial use.

E). **Photos and User-Submitted Content.** We reserve the right to delete any photo posted on the website/application that we find in violation of our photo guidelines and standards. Photo guidelines and standards include prohibitions against nudity or content that might be deemed offensive, inappropriate, or in violation of copyright rules and restrictions.

Similarly, we also reserve the right to remove any profile content that we find unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable.

F). **Limits on Uses of User Information.** By using BrowSAP Solutions Pvt Ltd.. websites/Applications, you agree not to data-scrape, copy, aggregate, redistribute, alter, reproduce, or re-use for commercial purposes any user’s (whether specific to any particular user or as an aggregation of users’ information) information accessible through any websites or networks owned by BrowSAP Solutions Pvt Ltd... “Commercial purposes” can include but is not limited to selling information to third parties; using the data collected to customize users’ experiences at a site or network outside of BROWSAP ; using the data for targeted marketing campaigns not

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affiliated with BROWSAP; or using the data to offer services to BROWSAP users. BrowSAP Solutions Pvt Ltd... reserves the right to take immediate action against any individual or entity participating in any of the prohibited actions mentioned above.

G). **Service Limitations.** You hereby agree to accept all information “AS IS” and acknowledge that obtains data from third-party sources, which may or may not be completely thorough and accurate, and that you shall not rely on for the accuracy or completeness of information supplied through. You understand that restrictions may be placed on accessing certain portions of the website/application which might otherwise be available. Reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, BrowSAP Solutions Pvt Ltd....

H) Copy Right & No Retransmission of Information .

Browsap.in, as well as the design and information contained in this site and applications are the valuable, exclusive property of BrowSAP Solutions Pvt Ltd., and nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. You may not resell, redistribute, broadcast or transfer information, software and applications or use the information, software and applications provided by BrowSAP Solutions Pvt Ltd. in a searchable, machine-readable database unless separately and specifically authorized in writing by BrowSAP Solutions Pvt Ltd. prior to such use. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share browsap.in/its applications, any part thereof, or any of the software, application or information received or accessed there from to or through any other person or entity unless separately and specifically authorized in writing by BrowSAP Solutions Pvt Ltd. prior to such use. In addition, you may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of browsap.in/its applications without prior written authorization. Except as set forth herein, any other use of the information, software or application contained in this site requires the prior written consent of BrowSAP Solutions Pvt Ltd. and may require a separate fee.

5. Rights You Grant to BrowSAP Solutions Pvt. Ltd.

A). **Distributing Content You Produce.** Subject to BROWSAP’s Privacy Policy, you are licensing to BrowSAP Solutions Pvt. Ltd. and our third-party service providers any “content” you provide through or to BROWSAP and the service they offer. BROWSAP may modify, display, distribute and create new material using such content on BROWSAP for the promotion and marketing of our services and the operation of our system. Notwithstanding this license, BROWSAP will take reasonable precautions to help you to keep your email. By submitting content, you automatically agree, or promise, that the owner of such content has expressly agreed that, without any particular time limit, and without the payment of any fees, BROWSAP and anyone they permit may reproduce, display, distribute, and create new works of authorship based on and including the content. You may not submit materials that have been trademarked or copyrighted by anyone

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other than yourself.

We may engage third parties to perform analysis or data processing of our databases that involves access to this information in order to better provide you with the services for which you joined (in which case we will take measures to ensure that such parties are contractually required to keep the information confidential and not to use it other than in a manner that is necessary to perform their work for BROWSAP).

B). **BROWSAP Advertising.** . You agree that BROWSAP may display advertisements and promotions of all kinds in and with the services.

C). **Account Access.** In order to ensure that BROWSAP is able to provide high-quality services that are responsive to Members' needs, you agree that BROWSAP employees have access to your account and records as reasonably needed to investigate complaints.

D). **Merger or Acquisition.** In order to ensure a smooth transition of services relative to your subscription, in the event of a merger, acquisition, reorganization, sale of all or substantially all of its assets, or the sale of an individual website/applications owned by **BrowSAP Solutions Pvt. Ltd., BrowSAP Solutions Pvt. Ltd.** may transfer your Personally Identifiable Information to a third party as a part of such merger, acquisition, reorganization, or sale.

6. Other Legal Aspects

A). **Disclaimer of Warranties.** You expressly understand and agree to the following:

BrowSAP Solutions Pvt. Ltd. makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk, and you will be solely responsible for any potential damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from **BrowSAP Solutions Pvt. Ltd.**, our third-party service providers, or through or from the Service will create any warranty not expressly stated in the terms.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

To the extent that any part of this section is not consistent with any other part of these terms, then this Disclaimer of Warranties will override it.

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B). **No Endorsement of Member Content.** You acknowledge and agree that **BrowSAP Solutions Pvt. Ltd.** does not endorse the content of any Member and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or that it infringes or may infringe the intellectual property or other rights of another. You acknowledge that **BrowSAP Solutions Pvt. Ltd.** does not pre-screen all content, but that **BrowSAP Solutions Pvt. Ltd.** and their designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move, or remove any content that is publicly available via the service.

C). **Limitation of Liability.** You agree that **BrowSAP Solutions Pvt. Ltd.**, nor its subsidiaries and affiliates, nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, , our subsidiaries and affiliates, and our third party data providers are hereby collectively referred to as “ Parties”) will not be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if **BrowSAP Solutions Pvt. Ltd.** has been advised of the possibility of such damages), resulting from: (i) The use or the inability to use the Service; (ii) The ineffective operation of any of any of the services offered; (iii) The cost of getting substitute goods and services resulting from any products, data, information, or services purchased or obtained or messages received or transactions entered into through or from the service; (iv) Unauthorized access to or alteration of your transmissions or data; (v) Statements or conduct of anyone on the service; (vi) For any loss or injury arising out of or caused in whole or in part by Parties acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering our services; and (vii) Any other matter relating to the service.

D). **Indemnification.** You agree to protect and fully compensate the Parties from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys fees) arising from or in any way related to your use of the services, your violation of the terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

E). **Miscellaneous.** *BrowSAP Solutions Pvt. Ltd.* provides information of a general nature and is designed for informational and entertainment purposes only and is not meant to be a substitute for medical, health, legal, or financial advice from a professional. Consult with your professional for any specific medical, health, legal, or financial concern. *BrowSAP Solutions Pvt. Ltd.* does not endorse any of the treatments, medications, or products discussed herein.

BrowSAP Solutions Pvt. Ltd.'s rights under this Agreement may not be waived unless *BrowSAP Solutions Pvt. Ltd.* agrees to such change in writing. This Agreement is personal to you, and you may assign this agreement only with *BrowSAP Solutions Pvt. Ltd.*'s prior written approval. Any other attempt to assign, transfer, or delegate this Agreement shall be null and void.

F.) **Choice of Law.** This Agreement and all matters relating to your access to, or use of, the Service shall be governed by Indian central law or the laws of the State of Kerala, excluding that body of laws known as conflicts of laws. The legal jurisdiction will be the District of Kannur in Kerala State. If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted, and the

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remaining provisions will continue in full force and effect. Any notices related to this agreement need to be given in writing to one another at our address below, or any new address that is given in such a notice. This agreement is the entire understanding between you and *BrowSAP Solutions Pvt. Ltd.* about the services.

7. ARBITRATION :

Please read this carefully. It affects your rights. *BrowSAP Solutions Pvt. Ltd.* and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Agreement between *BrowSAP Solutions Pvt. Ltd.* and you.

A party who intends to seek arbitration must first send notice to **BrowSAP Solutions Pvt. Ltd. Help Desk** of its intent to arbitrate (“Notice”). The Notice should be sent by any of the following means: (A) electronic mail to contact@browsap.in. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or may commence an arbitration proceeding.

The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the Indian laws more particularly Consumers Protection Act, as modified by this Agreement, and shall be administered by the Arbitrator related law & body. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement.

Except as otherwise provided for herein, *BrowSAP Solutions Pvt. Ltd.* will pay all Arbitrator related law & body filing, administration and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is improper or not warranted, as measured by the standards set forth in Code of Civil Procedure, then the payment of all such fees shall be governed by the Arbitrator related law & body. In such case, you agree to reimburse *BrowSAP Solutions Pvt. Ltd.* for all monies previously disbursed by it that are otherwise your obligation to pay under the AA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your Demand, *BrowSAP Solutions Pvt. Ltd.* shall reimburse you for your reasonable attorneys’ fees and expenses incurred for the arbitration.

You agree that, by entering into this Agreement, you and *BrowSAP Solutions Pvt. Ltd.* are waiving the right to a criminal trial against .

The arbitrator may award injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. You and *BrowSAP Solutions Pvt. Ltd.* agree that you and *BrowSAP Solutions Pvt. Ltd.* may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

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II. Subscription Terms of Service

This subscription agreement (“agreement”) is a legal and binding agreement between you (“subscriber,” “you,” “your,” or “yourself”) as the end user, and *BrowSAP Solutions Pvt. Ltd.*, (“our,” “us,” or “we”). Please read this agreement carefully prior to using *BrowSAP Solutions Pvt. Ltd.*’s services (the “services”). By registering for the services, you are consenting to become a party to this agreement and agreeing to be bound by the terms and conditions herein. If you do not accept and agree to all the terms and conditions of this agreement, please discontinue the registration process.

1. Payment Obligation and Credit Card Authorization

The Subscriber is responsible for paying periodic subscription fees as agreed at the time of registration. All listed fees are in Indian Rupees. It may have facility for overseas transactions subject to rules set by the Reserve Bank of India. Subscriber is responsible for the payment and payment method and *BrowSAP Solutions Pvt. Ltd.* is not responsible for any sort of unauthorized use of this mobile account.

The subscription is for 1 year and after the subscription period the user has to make the payment again to continue the service. *BrowSAP Solutions Pvt. Ltd.* reserves the right, at any time, to change its fees and billing methods, including the addition of supplemental fees or separate charges for content, or services provided by *BrowSAP Solutions Pvt. Ltd.*. *BrowSAP Solutions Pvt. Ltd.* may additionally provide notice of billing changes via email.

2. Cancellation/Termination

You may terminate your membership at any time. When you terminate your membership, and your access will be terminated on the termination date. You can terminate the service by giving a termination letter/Email to *BrowSAP Solutions Pvt. Ltd.*.

You acknowledge that *BrowSAP Solutions Pvt. Ltd.*, in its sole discretion, may terminate your ID, password, account (or any part thereof), or use of the Service for any reason or no reason, including, without explanation or limitation, if *BrowSAP Solutions Pvt. Ltd.*, believes that you have violated or acted inconsistently with the letter or spirit of the Agreement or *BrowSAP Solutions Pvt. Ltd.*’s User Agreement. *BrowSAP Solutions Pvt. Ltd.* may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that *BrowSAP Solutions Pvt. Ltd.* may immediately deactivate or delete your account and/or bar any further access to the Service. Further, you agree that *BrowSAP Solutions Pvt. Ltd.* shall not be liable to you or any third party for any termination of your access to the Service. In the event that we discontinue a material portion of the materials and features that you regularly use in the ordinary course of its business, we will terminate your account at your request.

3. Subscriber Information

You agree to provide true, accurate, current, and complete information about yourself as prompted by the

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Service registration process. Once you subscribe to the Service, you shall receive a password and an account. You are solely and entirely responsible for maintaining the confidentiality of your password. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account. Subscriber must promptly inform *BrowSAP Solutions Pvt. Ltd.* of any of the following: changes in the expiration date of any credit card used in connection with the service; changes in home or billing address; and apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID or password. Until *BrowSAP Solutions Pvt. Ltd.* is notified by email of a breach in security, the Subscriber will remain liable for any unauthorized use of Premium Services.

4. Access

Subscribers are responsible for providing all personal computer and communications equipment necessary to gain access to the Service. Access to and use of Premium Services is through a combination of an ID and a password. Each Subscriber must keep his or her password strictly confidential. *BrowSAP Solutions Pvt. Ltd.* will not release passwords for any reason, except as may be specifically required by law or court order. Unauthorized access to Premium Service is a breach of this Agreement and a violation of law.

5. Warranty

No warranty is made by *BrowSAP Solutions Pvt. Ltd.* regarding any information, services, or products provided through or in connection with premium services, and *BrowSAP Solutions Pvt. Ltd.* hereby expressly disclaims any and all warranties, including without limitation: any warranties as to the availability, accuracy, or content of information, products, or services; or any warranties of merchantability or fitness for a particular purpose. Some states/provinces do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The subscriber hereby warrants and represents that he or she is in all respects qualified and competent to enter into this agreement.

6. Limitations of Liability

You hereby agree that we will not be liable for indirect, special, or consequential damages or any loss of revenue, profits, or data arising in connection with this agreement or the service, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the service will not exceed the total fees paid by you under this agreement.

7. Use Restriction

The material on *BrowSAP Solutions Pvt. Ltd.* websites and applications are for the private, non-commercial enjoyment of Members only. Any other use is strictly prohibited. *BrowSAP Solutions Pvt. Ltd.* spends a great deal of time and money to obtain the information appearing on its websites/applications. Subscribers agree that they will not copy, publish, or in any way make available publicly any news, pictures, interviews, features, or

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any other information from *BrowSAP Solutions Pvt. Ltd.* websites/applications, without express written permission from *BrowSAP Solutions Pvt. Ltd.* . Subscribers agree that, should they do so, *BrowSAP Solutions Pvt. Ltd.* reserves the right to cancel their subscription immediately without refund. Additionally, re-use of copyrighted information (pictures, interviews, features, videos, audio, etc.) will be prosecuted to the fullest extent of the law.

8. Modifications

This agreement is subject to change by *BrowSAP Solutions Pvt. Ltd.* at any time. We may modify any of the terms and conditions contained in this Agreement at any time in our sole discretion. The updates and all changes will be posted at *BrowSAP Solutions Pvt. Ltd.* user-agreement. If any modification is unacceptable to you, you agree that your only recourse is to terminate this Agreement. Your continued use of the Service following our posting of a change notice or new agreement on *BrowSAP Solutions Pvt. Ltd.* will constitute your binding acceptance of the change.

9. Notices

Notices by *BrowSAP Solutions Pvt. Ltd.* to Subscribers may be given by means of electronic messages or by a general posting on the service.

10. FAQ

Please go to the help page for general information or send an E-Mail to contact@browsap.in

11. Third Party Beneficiaries

You agree and acknowledge that if the Parties determine or reasonably suspect that you are reselling or brokering *BrowSAP Solutions Pvt. Ltd.* information, programs, computer applications, or data, or are otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, the Parties may take immediate action, including without limitation, legal action, terminating the delivery of, and the license to use, the services. You expressly acknowledge that 's third party data providers shall be third party beneficiaries of this Agreement and shall have all rights to enforce the terms and conditions of this Agreement.

14. Right to Investigate

You understand and agree that reserves the right to investigate any improper use of the website/application that we reasonably suspect to be in violation of the terms set forth in this agreement.

15. The Agreement

This Agreement is governed by the laws of the State of Kerala, without regard to its conflicts of law provisions. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of

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these terms and conditions, including without limitation this Section.

You shall not use the Service in any manner contrary to local, state, or central law. For example, because is not a “Consumer Reporting Agency” as that term is defined in the Central Fair Credit Reporting Act (15 U.S.C. 1681, et seq.) or any other laws in India, information provided on the website/application do not constitute Consumer Reports. Accordingly, information found on the website/application may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the Fair Credit Reporting Act. You hereby certify that you will not use any of the information you receive through your subscription to determine, in whole or in part an individual’s eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the Fair Credit Reporting Act or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account. *BrowSAP Solutions Pvt. Ltd.* expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) and reserves the right to terminate your Service immediately upon notice for your failure to comply with any such local, state, or central law. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16. ARBITRATION:

The mandatory arbitration provisions as per prevailing Indian laws applies to the Subscription Terms of Service as well.

17. Since legal language in India is English, the parties have agreed that this Agreement shall be in English.

Dated: January 01, 2016

Direct Questions or Notices to:

BrowSAP Solutions Pvt. Ltd ..

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Attn: Support,
KCP II-273,Chavassery,Mattannur, Kannur, Kerala.
India. Pin 670702.