



## Terms & Conditions

### (User Agreement)

#### 1. Introduction

This User Agreement, and all policies and additional terms posted on and in our sites, applications, tools, and services (collectively "Services") set out the terms on which **Quosiom** offers you access to and use of our Services. The Mobile Application Terms of Use, all policies, and additional terms posted on and in our Services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: PMGA TECH LLP, (G.S.T Address: Suite# 1133, A-19, Ground Floor, FIEE Complex, Okhla Phase 2, New Delhi 110020). In this User Agreement, the entity is individually and collectively referred to as "**Quosiom**," "**we**," or "**us**."

**Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration.**

#### 2. About Us

Quosiom is vendor negotiation tool used to negotiate with vendors in various geographic locations using a variety of pricing formats. Quosiom is not a party to contracts for sale between third-party sellers and buyers, nor is Quosiom a traditional auctioneer.

Any guidance Quosiom provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. We may use artificial intelligence or AI-powered tools and products to provide and improve our Services, to offer you a customized and personalized experience, to provide you with enhanced customer service, and to support fraud detection; availability and accuracy of these tools are not guaranteed. We may help facilitate the resolution of disputes between buyers and sellers through various programs. Unless otherwise expressly provided, Quosiom has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### 3. Using Quosiom

In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules, and regulations, and you will not:

- breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;
- fail to pay for items purchased by you, unless you have a valid reason as set out in the Quosiom policy;
- fail to deliver items sold by you, unless you have a valid reason as set out in an Quosiom policy;
- manipulate the price of any item or interfere with any other user's listings;
- take any action that may undermine the feedback or ratings systems;
- transfer your Quosiom account (including feedback) and user ID to another party without our consent;
- share your log in credentials with any third parties;
- create listings or provide us with content in inappropriate categories or areas of our sites;
- engage in gambling;
- provide us with content that is false, inaccurate, misleading, deceptive, defamatory, libelous, illegal, inappropriate, harmful, or violates and/or infringes the rights of others;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Quosiom or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of Quosiom;
- circumvent any technical measures used to provide our Services;
- interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Quosiom application or tool, except in compliance with the export control laws, and rules and policies of any relevant jurisdictions;

- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Quosiom. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Quosiom or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you;
- commercialize any Quosiom application or any information, data, or software associated with such application, except with the prior express permission of Quosiom; or
- harvest or otherwise collect or use information about users without their consent.

Sellers must meet Quosiom's minimum performance standards. Failure to meet these standards may result in Quosiom charging sellers additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are violating this User Agreement or any of our policies, or abusing Quosiom and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, take penalty charges and take technical and/or legal steps to prevent you from using our Services. We may offer a process allowing users to report claimed violations for us to consider and handle through one or more of these options, all in our sole discretion.

If we believe you are violating our policies prohibiting Offers to buy or sell outside of Quosiom, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. Also, as provided below in the Fees and Taxes section, if we believe you are violating our policy on buying or selling outside of Quosiom, you may be charged final value fees.

We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

#### **4. Policy Enforcement**

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers. The foregoing does not limit or impair our right to refuse, modify, or terminate all or part of our Services to anyone, or to terminate this agreement with anyone, for any reason at our discretion.

## 5. Fees and Taxes

We charge buyers and sellers for the use of our Services. In some cases, where buyers and sellers receive supplemental Services, we may also charge those buyers or sellers for such supplemental Services.

The fees we charge buyers/sellers for using our Services to buy/sell goods and services are as per the fee plan allotted to the user which is detailed and visible in the User's configuration section. We may change our service fees from time to time, generally by introducing new payment plans and stoppage of old fee plans which can be seen after log-in. The Plan shall be posted online on the Website in the User's Configuration section which will suffice as sufficient notice. The Plan shall become effective as per the dates mentioned in the Plan.

If you are a buyer or a seller, you are liable for fees arising out of all sales made using some or all of our Services, even if sales terms are finalized or payment is made outside of Quosiom. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Quosiom, you may be liable to pay a final value fee applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer.

Quosiom, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Quosiom account, you must contact the collection agency directly.

## 6. Listing Conditions

When listing an item for sale on our Services, you agree to comply with Quosiom's Listing policies and also agree that:

- You assume full responsibility for the item and the accuracy and content of the listing, including listing content created using tools offered by Quosiom or third parties such as translation, image editing, and generative artificial intelligence tools;
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). Quosiom can't guarantee exact listing duration;
- The content you provide complies with all of our listing policies, including the Images, Videos and Text policy;
- Content that violates any of Quosiom's policies may be modified, obfuscated, or deleted at Quosiom's sole discretion;
- We may revise listings to supplement, remove, or correct information;
- We strive to create a place where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history;
  - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;

- seller's history, including listing practices, Detailed Seller Ratings, Quosiom policy compliance, feedback, and defect rate; and
  - number of listings matching the buyer's query.
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer;
- Some advanced listing upgrades will only be visible on some of our Services;
- Quosiom's Duplicate listings policy may also affect whether your listing appears in search results;
- Metatags and URL links that are included in a listing may be removed or altered;
- We may provide you with optional information to consider when creating your listings. Such information may be based on the aggregated sales and performance history of similar sold and/or current listings; results may vary for individual listings. You agree that we may display the sales and performance history of your individual listings to other sellers;
- For items listed in certain categories, subject to certain programs, and/or offered or sold at certain price points, Quosiom may require the use of certain payment methods, subject to our Payments methods policy. For example, for inventory covered by authentication or storage services, buyer and sellers may be subject to escrow and/or payment handling requirements;
- You will not sell/post and will promptly remove, all listings for any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or if the product poses a health or safety hazard as specified by any governmental agency. Quosiom has no responsibility or liability for the safety or performance of any product that you list or sell using our Services, including any product that is subject to a recall. You are solely responsible for any non-conformity or defect in, or compliance with any public or private recall of, any product you list or sell using our Services;
- Quosiom may publish and promote your listings, including related content such as username, product reviews and feedback, in any format and through any channel, including across any Quosiom Services, our partners, or third-party property or advertising medium; and
- Buying/Selling fees do not purchase exclusive rights to item exposure on our Services. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, including listings, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, buyers/sellers.
- The Buyers/Sellers assume all responsibilities of Listing/Sale and hereby undertake to buy/sell only products which the Buyer/Seller are legally allowed to buy/sell as per prevailing laws and further indemnifies Quosiom of all liabilities in relation to the sale.
- The Seller explicitly agrees that Quosiom is only informational and for price discovery and it is the responsibility of the Buyer/Seller to conduct all due diligence of the Buyer/Seller before participation in Sale/Bidding transaction.
- Orders once received by the Seller shall be deemed as a legally binding contract to sell the Product at the price mentioned in the order and the Seller explicitly agrees that he/she/they shall only sell Product/Services he/she/they are legally allowed to sell.

## **7. Purchase Conditions**

When buying an item using our Services, you agree to the Rules and policies for buyers and that:

- You are responsible for the contents which you are posting as your Buying requirements.
- The Buyer explicitly agrees and acknowledges that the full responsibility of the Listing is on the Buyer and further explicitly agrees not to list any requirement which may be against the prevailing laws.
- Any listing which is posted by the Buyer, is deemed as a legally binding contract to buy the Product and/or Service. The Buyer explicitly agrees that the Buyer shall only post for Product/Services that he/she/it are legally allowed to buy.
- We do not transfer legal ownership of items from the seller to the Buyer, as we are only a price discovery service, solely on informational basis.

## **8. International Buying and Selling; Translation**

Given the nature of Quosiom's global marketplace, listings may be viewed and purchased by, and shipped to, buyers around the world. Many of our Services are accessible internationally. We offer certain programs, tools, and experiences of particular interest to international sellers and buyers, such as estimated local currency conversion. Sellers and Buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

## **9. Content**

When you provide content using our Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of our Services, including development of new offerings as part of our Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights, including any moral rights, in that content against Quosiom, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of our Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate, appropriate, and legal. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. Quosiom takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including Quosiom users). You may use that content solely in your Quosiom listings. Quosiom may modify or revoke such permission at any time in our sole discretion. The product data includes copyrighted, trademarked, and other proprietary materials. You agree not to remove any copyright, proprietary, or

identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but we cannot promise that the content provided through our Services will always be available, accurate, complete, and up-to-date. You agree that Quosiom is not responsible for examining or warranting the listings or content provided by third parties through our Services, and that you will not attempt to hold us or our data providers liable for inaccuracies.

The Buyers/Sellers also permit Quosiom to use their logos for the limited purpose of representing that they are a User of Quosiom.

The name "Quosiom" and other Quosiom marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Quosiom in India, the U.S. and other countries. They may not be used without the express written prior permission of Quosiom.

## **10. Notice for Claims of Intellectual Property Violations and Copyright Infringement**

We respond to notices of alleged copyright infringement under the Indian Copyright Act, 1958. Quosiom's Verified Rights Owner (VeRO) program works to ensure that items and content using our Services do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team and we will investigate.

## **11. Holds and Restricted Funds**

To protect Quosiom from risk of liability for your actions as a buyer/seller, Quosiom may restrict access to your credits in your Quosiom account.

## **12. Authorization to Contact You; Recording Calls; Analyzing Message Content**

Quosiom may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. Quosiom may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. Our collection, use, disclosure, retention, and protection of your personal information is governed by our User Privacy Notice. As described in our User Privacy Notice, Quosiom may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. You may change your marketing communications preference for calls at any time, including through the Communication Preferences section of your My Quosiom. You may also opt-out of a specific text marketing campaign by replying "STOP" to such marketing text message.

Quosiom may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by Quosiom to carry out the purposes identified above.

Quosiom may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Quosiom or its agents for quality control and training purposes, or for its own protection.

Quosiom's automated systems scan and analyze the contents of every message sent through its messaging platforms (including but not limited to chat and email channels), including messages between users, to: (i) detect and prevent fraudulent activity or violations of Quosiom's User Agreement, including the incorporated terms, notices, rules, and policies and (ii) provide and improve our Services. This may result in a manual review of messages sent through our messaging tools. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. Quosiom may store message contents, including to conduct this scanning and analysis.

### **Privacy of Others; Marketing**

If Quosiom provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose or distribute a user's information to a third party for purposes unrelated to our Services. Additionally, you may only send marketing communications to users who have consented to receive them in accordance with applicable laws, and only using Quosiom Services.

## **13. Additional Terms**

### **Refunds**

Since Quosiom is a price discovery and an informational product, it is agreed that you have received the information/service as soon as your have recharged your account thereby providing us the Service Fee. Under NO CIRCUMSANCES shall the User be entitled to claim any refunds once they recharge their account.

It is further agreed that since Quosiom DOES NOT take any payment with respect to the Products/Services bought/sold on Quosiom (save and except Quosiom's Service Charges), nor hold or ships, any of the Goods/Services sold by the Buyer/Seller on the platform; and is only and informational and price discovery website, Quosiom is not liable in case the Goods/Service sold or purchased are not delivered or are not of the stated quality.

Quosiom recommends that the Buyers/Sellers conduct their own due diligence before entering into the binding contract. However, once the transaction is initiated on Quosiom, it is legally binding on both the Buyer and the Seller.

Quosiom shall not be responsible for anything arising out of the transactions between the Buyer and the Seller and both the Buyer and the Seller agree to indemnify Quosiom.



## **Recommendations**

Quosiom may offer personalized recommendations to you to provide a relevant and engaging experience, helping you sell or buy items of interest to you. These recommendations may consider data related to your Quosiom activity, the item, and seasonality, among other factors.

## **15. Disclaimer of Warranties; Limitation of Liability**

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in Quosiom's applications may not occur in real time. Such functionality is subject to delays beyond Quosiom's control.

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUOSIOM (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM AT LAW OR IN EQUITY FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), AND ALL SUCH DAMAGES OR LOSSES ARE EXPRESSLY EXCLUDED BY THIS USER AGREEMENT WHETHER OR NOT THEY WERE FORESEEABLE OR QUOSIOM WAS ADVISED OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM:

- the content you provide (directly or indirectly) using our Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by Quosiom;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Quosiom Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;

- a suspension or other action taken with respect to your account or breach of the Using Quosiom section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greatest of (a) the amount of fees in dispute, not to exceed the total fees you paid to us in the 30 days prior to the action giving rise to the liability, or (b) INR 1000.

## 16. Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 17. Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services or your breach of any law or the rights of a third party.

## 18. Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND QUOSIOM HAVE AGAINST EACH OTHER ARE RESOLVED.**

**In this Legal Disputes section, the term "related third parties" includes your and Quosiom's respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as your, Quosiom's, and these entities' respective employees and agents.**

**You and Quosiom each agree that any and all claims or disputes at law or equity that has arisen, or may arise, between you and Quosiom (or any related third parties) that relate in any way to or arise out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of Quosiom or its agents, or any products or services sold, offered, or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes section.**

## **A. Applicable Law**

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of India, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and Quosiom, except as otherwise stated in this User Agreement.

## **B. Agreement to Arbitrate**

**You and Quosiom each agree that any and all disputes or claims that have arisen, or may arise, between you and Quosiom (or any related third parties) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to our Services, the actions of Quosiom or its agents, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, subject to any exemptions listed in this section.**

**The Indian Arbitration & Conciliation Act ("ACA") without regard to principles of conflict of laws govern the interpretation and enforcement of this Agreement to Arbitrate.**

### **1. Exemption - Small Claims Court Claims**

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a civil court in India for disputes or claims valued at under INR 5000 and on an individual (non-class) basis only. If a party initiates an arbitration asserting a claim that falls within the jurisdiction of a civil court, the other party may, in its discretion, require that the arbitration demand be withdrawn and that the claim be filed in civil court.

Any dispute about whether a claim falls within any given civil court's jurisdiction will be resolved by that court, not by an arbitrator. In the event of any such jurisdictional dispute, the arbitration proceeding will remain closed unless and until the civil court issues a decision that the claim should proceed in arbitration.

### **2. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND QUOSIOM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND QUOSIOM AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF SOUGHT BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE GRANTED TO OR AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be brought in court (pursuant to Section 18.C below), subject to your and Quosiom's right to appeal the court's decision. All other claims will be arbitrated.

### 3. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individualized basis that a court can award to an individual. An arbitrator will apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except those issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide as set forth under Section 18.C below.

The arbitration will be administered by the Delhi International Arbitration Center ("DIAC") under its rules and procedures (as applicable), as modified by this Agreement to Arbitrate. Absent mutual written agreement of the parties, the DIAC shall decide which DIAC rules apply to the arbitration. In the event that the DIAC is unavailable to administer the arbitration, another administrator will be selected by the parties or, if the parties cannot reach agreement, the court (pursuant to Section 18.C below) shall select the administrator.

A party who intends to seek arbitration must first send to the other, by certified mail, a valid Notice of Dispute ("Notice"). The Notice to Quosiom must be sent to Quosiom notice@quosiom.com, Attn: Litigation Department, Re: Notice of Dispute, (Suite# 1133, A-19, Ground Floor, FIEE Complex, Okhla Phase 2, New Delhi 110020). Quosiom will send any Notice to you to the physical address we have on file associated with your Quosiom account; it is your responsibility to keep your physical address up to date. To be valid, you must personally sign the Notice and complete all information on the Notice form, including a description of the nature and basis of the claims you are asserting, the specific relief sought, and the email address and phone number associated with your account.

If you and Quosiom are unable to resolve the claims described in a valid Notice within 30 days after Quosiom receives that Notice, you or Quosiom may initiate arbitration or small claims proceedings. In addition to filing a claim with the DIAC in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Quosiom at the following address: Quosiom, PMGA Tech, Suite# 1133, A-19, Ground Floor, FIEE Complex, Okhla Phase 2, New Delhi 110020. In the event Quosiom initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Quosiom account; it is your responsibility to keep your physical address up to date. Any settlement offer made by you or Quosiom shall not be disclosed to the arbitrator.

The arbitration hearing shall be held New Delhi, India. Where no disclosed claims or counterclaims exceed INR 1,00,000/-, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Quosiom may attend remotely, unless the arbitrator requires otherwise. The language of the arbitration will be English.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but shall be bound by rulings in prior arbitrations involving the same Quosiom user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 4. **Costs of Arbitration**

Payment of all filing, administration and arbitrator fees will be governed by the DIAC's rules, unless otherwise stated in this Agreement to Arbitrate.

#### 5. **Severability**

With the exception of any of the provisions in Section 2 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

#### 6. **Opt-Out Procedure**

**IF YOU ARE A NEW USER OF OUR SERVICES, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 3 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO QUOSIOM, PMGA TECH Suite# 1133, A-19, Ground Floor, FIEE Complex, Okhla Phase 2, New Delhi 110020., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, Suite# 1133, A-19, Ground Floor, FIEE Complex, Okhla Phase 2, New Delhi 110020.**

You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of this User Agreement and its Legal Disputes section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

#### 7. **Future Amendments to the Agreement to Arbitrate**

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Quosiom prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Quosiom. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.Quosiom.com](http://www.Quosiom.com) at least 30 days before the effective date of the amendments. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

### **C. Judicial Forum for Legal Disputes**

If the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute between you and Quosiom will be resolved exclusively by a civil court located in New Delhi, India. You and Quosiom agree to submit exclusively to the personal jurisdiction of the courts located within New Delhi, India for the purpose of litigating all such claims, disputes, or matters.

## 19. General

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on [www.quosiom.com](http://www.quosiom.com).

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.quosiom.com](http://www.quosiom.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We reserve the right to change this agreement without prior notice. Once the terms are posted on our website, it shall be considered applicable. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through.

Without limiting Quosiom's ability to refuse, modify, or terminate all or part of our Services, Quosiom may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, without giving notice of such termination.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the Quosiom Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and Quosiom, and supersede all prior understandings and agreements of the parties.

The following sections survive any termination of this User Agreement: Fees and Taxes, Content, Holds and Restricted Funds, Additional Terms, Payment Services, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.