

TERMS OF USE - END USERS

1. GENERAL

This Agreement creates binding legal obligations on you. If you do not agree to any of the terms of this Agreement, please do not access the Platforms, use any of the services offered through the Platforms or register an account for such services.

1.1 These terms and conditions constitute the agreement ("**Agreement**") between you ("**User**") and Case Bench OPC and our affiliates ("**we,**" "**us,**" or "**Case Bench OPC**") regarding your use of our Case Bench OPC service ("**Service**") in India, and applies to our website link of the site ("**Website**") and to the Case Bench OPC application for mobile devices ("**Case Bench OPC App**") link of the App using operating systems such as iOS, Android, and/or Windows Mobile or running in browsers of such operating systems (the Website and the Case Bench OPC App are collectively called the "**Platform**").

1.2 Your use of the Service is subject to this Agreement, our privacy policy ("**Privacy Policy**") and terms and conditions, ("**Terms and conditions**") which are located on the Platform. You agree to accept our Terms and Conditions and Privacy Policy which constitute integral parts of this Agreement.

1.3 We reserve the right to modify the terms of this Agreement at any time. Such changes will become effective when we post the modified Agreement on the Platform. Each time you use the Platform or the Service, the then-current version of this Agreement will apply. If you use the Platform or the Service after a modification of this Agreement, you agree to be bound by the terms of this current version of the Agreement as modified.

1.4 This Agreement contains important information regarding your rights with respect to the Platform and the Service, including your relationship with us. Please read this Agreement carefully, and review this Agreement regularly.

2. USER QUALIFICATION

2.1 You warrant and represent that:

1. you are aged 18 years or over; and have the requisite mental and legal capacity to enter into this Agreement and use the Services;
2. any information you submit to us when using the Service is accurate, complete, and current; and,
3. your use of the Service does not violate any applicable law or regulation.

3. USER REGISTRATION

3.1 You shall register with the Platform through mobile phone verification or other procedure to become a registered user on the Platform. You acknowledge and agree that the information you provide during the user registration process is accurate and complete, and you shall promptly notify us of any changes to the information.

3.2 The user account (“**Account**”) you create following the registration process shall be personal to you. You may not transfer your Account to anyone else, nor permit or assist others to use the Service through your Account, except for those individuals or businesses that have been expressly authorized by us to create accounts on behalf of their employers or customers.

3.3 After successfully completing the User registration process, you may start using the Service through the Platform in accordance with this Agreement.

3.4 We reserve the right to suspend, deny or revoke your access to your Account, the Platform and/or the Service at any time and at our sole discretion. If you are suspended, or have been denied or had your access revoked you may lodge a User complaint in accordance with the procedures set out in this Agreement.

4. ACCOUNT SECURITY

4.1 You are responsible for the security of your Account including login information and password(s). Please ensure that you log out at the end of each session when using the Website and leave the Platform following the correct steps. If you disclose your Account information to any third party you will solely be responsible for any losses and consequences of such acts.

4.2 Subject to Clause 9.1 of this Agreement, you shall be solely responsible for all the actions and results carried out under your Account, including, but not limited to, using Case Bench OPC App, releasing information, disclosing information, posting comments, posting reviews etc., whether the actions and results have caused any damage to yourself, to us or to any third party.

4.3 You must notify us via the Platform immediately you become aware of any unauthorized use of your Account, or other situation that may cause theft or loss of your Account. Upon notice of unauthorized use, we will temporarily lock your Account, but you acknowledge that doing so takes a reasonable amount of time, and it will not be immediate.

4.4 Your Account may only be used by you and may not be shared with any other person. You agree:

1. to keep your Account details private at all times;
2. to keep the login verification code and password to your Account safe and confidential;
3. not to transfer any part of your Account (e.g., case fees records, client records, etc.) to anyone else; and,
4. to comply with all applicable laws and the terms and conditions in this Agreement in connection with your Account.

4.5 You shall be responsible for all actions and transactions made through your Account unless you have closed it, or reported any misuse of your Account to us via the Platform.

4.6 We attach great importance to the protection of your personal information and information of other users. If you come into contact with any personal information or documents of any other user through your use of the Platform or communication with other users, you shall keep such information confidential and will not in any way disclose such to any other party.

5. USING THE SERVICE

5.1 Using Case Bench OPC:

1. After registrations, users should use our app or website to access our service.
2. Case Bench OPC ("the Platform") is an online case management service operated in accordance with applicable Indian laws. The Platform enables eligible users ("Users") to store their cases, documents, client information, tasks information, case fees and payment information through mobile and/or web-based applications. The services provided by the Platform include, but are not limited to, storing and accessing court cases, storing case and court documents, storing the user's client information, to-do task information and related account management functions (collectively, the "Services").
3. In case any customer would like to raise dispute with respect to any content posted on the app, it can be done through the customer care email id or phone number mentioned on the website/app.
4. Its shall be agreed by the user that the platform is mere an aggregator platform and shall hold no liability arising out of insufficient/inadequate/unsatisfactory information presented by any company/users.
5. Its shall be agreed by the user that the platform shall hold no liability if any data entered mistakenly by the parties or due to wrong date or data entered in ecourt services website or app or any other third party website or app which is due to synchronisation.

5.2 Users Acknowledgment:

1. Once you have completed the registration process in accordance with Clause 3 above, you will be registered member of the App and Website ("**Member**") and agree to be bound by the Terms. As a Member, you will be granted immediate access to the Services.
2. You are solely responsible for keeping your Account details and password confidential and you will be liable for all activity on your Account, including

purchases made using your Account details, whether you authorised such activities or actions.

3. You acknowledge that any interaction between you and your partner facility is not within the scope of the Services provided by the App, the Website and Case Bench OPC. You indemnify Case Bench OPC in accordance with these Terms for any such interaction.

6. CHARGES AND PAYMENT

6.1 The services on the app shall be charged as per the current subscription plan.

7. COMPLAINTS

7.1 In the event that at any time you have a complaint or dispute regarding the Service or the Platform you can notify us via the Platform or by sending an email to our customer service email at contact@casebench.in.

8. BREACH

8.1 You acknowledge and agree that in order to protect the rights and interests of other users of the Platform and Case Bench OPC, we may suspend your Account or permanently block you from using the Platform without notifying you in advance if we determine, in our sole and absolute discretion, that you have breached any of the terms of this Agreement.

8.2 After any of the above actions is taken, we will text you a notification message. If you have any question regarding our handling of your violation, you may appeal to our customer service email at contact@casebench.in. The time frame for appealing is not more than 7 days from the date of the issue itself.

9. LIMITATIONS OF OUR LIABILITY

9.1 Nothing in this Agreement shall limit or exclude Case bench OPC's liability for:

1. death or personal injury caused by its negligence or any of its employees or users or agents, or any defect of a Case Bench OPC which was not readily apparent at the time of hire; or

2. fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.

9.2 In no event will the Case Bench OPC entities be liable to you for any indirect, incidental, injuries, death, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any Case Bench OPC entity has been informed of the possibility of damage.

9.3 You agree that if any lawsuit or court proceeding is permitted under this agreement, the aggregate liability of the Case Bench OPC Entities to you for all claims arising out of or relating to the use of or any inability to use any portion of the service or otherwise under these terms, whether in contract, tort, or otherwise, is limited to the lesser of:

- (a) two times the amount you have paid to Case Bench OPC for the services in question under the claim; or
- (b) INR 20,000.

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

9.5 Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks under these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this Clause 9 will apply even if any limited remedy fails of its essential purpose.

9.6 You further specifically acknowledge and agree that your use of the Service, Case Bench OPC and/or the Platform are at your sole risk. To the fullest extent permitted by law Case Bench OPC disclaims all express and implied warranties, including

warranties of merchantability and fitness for purpose. All of the Service, Case Bench OPC, and the Platform are provided “as is” and “as available” (and you rely on them solely at your own risk). Case Bench OPC does not represent or warrant that Case Bench OPC services or the Platform will be error-free. You acknowledge and agree that delays, omissions, interruptions, or inaccuracies could exist with respect to any of the Service and/or the Platform. You assume full responsibility and risk of loss for using any of the Service, Case Bench OPC services and/or the Platform, and Case Bench OPC is not liable for any claim attributable to any of the foregoing. You assume full and complete responsibility and liability for all consequences and claims of any kind or nature whatsoever related to your stolen or lost Case Bench OPC goods whilst under your control.

10. OWNERSHIP AND INTELLECTUAL PROPERTY

10.1 You agreeing to this Agreement and becoming a User only entitles you to the Service in accordance with the terms and conditions set out in this Agreement. There is no other authorization, cooperation, partnership or agency between you and us.

10.2 You acknowledge that all intellectual property rights in and to the Platform (including copyright, trademarks, trade names, logos, source and object codes) and relevant proprietary confidential information in the Platform are, and shall remain, the exclusive property of us, or our licensors, and nothing in this Agreement shall operate to transfer any intellectual property rights in and to the Platform or any other intellectual property rights owned by us or our licensors, to you. You acknowledge and agree that, without the express written authorization of the owner of such intellectual property rights, you may not use, modify, rent, let, sell, transmit or otherwise violate the above intellectual property rights (such as reverse engineering, decompiling).

10.3 The name and logos of Case Bench OPC are trademarks and trade names of Case Bench OPC and may not be duplicated, imitated or used in whole, or in part, without our prior written approval. In addition, you acknowledge and agree that all pages, text, graphics, images, button icons and scripts on the Platform form are owned by us and you shall not, or cause any third party to, duplicate, imitate or use in whole or in part without our prior written approval.

10.4 We grant you a limited, royalty-free, non-exclusive, personal, revocable and non-transferable, license to download and use the Case Bench OPC App for your own personal, non-commercial purposes, subject to your compliance with this Agreement. You may use the Case Bench OPC App and our Service only as permitted by this Agreement.

10.5 You are fully and solely responsible for all content, texts and images that you upload, post, transmit or share on the Platform (“**User Content**”). You may not upload, post, transmit, share or provide any User Content on the Platform that you did not create or that you do not have permission to upload, post, transmit or provide. You represent that you own or have sufficient other legal rights to any and all of your User Content. You agree to only provide User Content that is not in violation of any applicable law and does not infringe any third party’s rights (e.g., not in violation of any applicable intellectual property law or in breach of any agreement). Otherwise, you will solely be responsible for all related liabilities. At any time and from time to time, and without your consent, we may review the Platform and delete, remove, or restrict any access to or viewing of any User Content, in our sole discretion and without any notice or cause. When you upload, post, transmit, share or provide User Content on the Platform, you automatically authorize us to make such copies thereof as we may deem, in our sole discretion, necessary or appropriate. By uploading, posting, transmitting, sharing or providing User Content on the Platform, you automatically grant, and you represent, and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide right and license to use, copy, publicly perform, publicly display, sublicense, reformat, translate, excerpt, distribute, modify, prepare derivative works of, or incorporate into other works any User Content for any purpose (commercial, advertising, or otherwise).

10.6 You agree that we may access, store and use any information that you provide so long as we comply with the terms of the Privacy Policy and your privacy settings. During the applicable copyright protection period, you hereby grant us and our affiliates a royalty-free license to use such information by means that include storage, usage, duplication, revision, editing, publication, exhibition, translation and

dissemination, or include such information in other works using mediums currently known or to be developed in the future. Such use license shall be global, non-exclusive, transferable and sub-licensable and permit the use without the consent of you or any other person or the need to notify you or any other person, so long as the following conditions are met:

1. You may terminate your license by deleting certain content you have provided or closing your account on the Platform, unless it takes some time to remove the content from the backup system and other systems.
2. We will not include use your content to advertise other products and services (including sponsored content) without your consent.
3. We shall obtain your consent if we intend to grant others the right to release your content outside the Platform.
4. We may edit your content and adjust its format (such as translating it, modifying the font, layout or file name or removing metadata), but we will not modify its meaning.
5. With regard to any suggestion or other feedback about the Service you submit, you agree that we may (but are not obliged to) use and share such feedback for any purpose without any compensation to you.

11. INDEMNIFICATION

11.1 You agree, without limitation, to indemnify and hold Case Bench OPC and its employees and agents harmless from any death, injury, or damage to yourself, another person or persons, or property arising out of or in any way connected to your use of any Case Bench OPC or the Platform caused by your acts, omissions or negligence.

11.2 You agree to indemnify and hold Case Bench OPC and our associated parties jointly providing the Service with us, harmless from all liabilities, claims, losses, damages, expenses, costs (including legal fees incurred at trial, on appeal, or otherwise), debts, fines, penalties and charges, whether direct or indirect, including

consequential, exemplary, incidental, special, punitive, lost profits, or otherwise that arise out of or relate to:

1. your misuse or inability to use the Platform,
2. your misuse of any information on or from the Platform,
3. any unauthorized access or alteration of your transmission or data in connection with the Platform,
4. any prohibited or malicious action or inaction by you that disrupts the Platform or the Service.

11.3 If your conduct causes us to pay third parties' claims, we may claim from you for all the losses after we undertake monetary and other obligations to third parties.

12. TERMINATION OF THIS AGREEMENT

12.1 User Termination

You may terminate this Agreement in any of the following ways:

1. If you notify us via the Platform at any time that you wish to cease using the Service and the Platform;
2. If you cease using the Service and the Platform and expressly reject any changes to this Agreement before such changes become effective.

12.2 Termination initiated by Case Bench OPC:

We may terminate this Agreement in any of the following ways:

1. If you breach any of the terms of this Agreement;
2. If in our opinion, your continued use of the Service or the Platform would be detrimental to the Service, the Platform or other users;
3. If you expressly reject any changes to this Agreement notified to you from time to time.

12.3 Settlement after Termination:

Upon the termination of this Agreement, we shall still have the rights to make claims against you in accordance with this Agreement for any prior breaches by you or any outstanding financial obligations you may have.

13. COVENANTS AND PROHIBITIONS

13.1 Covenants:

You shall ensure that your conduct is in compliance with the following requirements when you access or use the Service:

1. Compliance with all the applicable laws, including but not limited to tort law, privacy laws, intellectual property laws, tax laws and regulatory requirements;
2. Provision of accurate information and updating them in a timely manner;
3. Using your real name, identity and other personal information in the personal data file;
4. Using the Service in a civilized and proper manner.

13.2 Prohibitions:

You covenant that you will not use the Platform to conduct any illegal activity or any of the following acts:

1. Using the Platform when you do not have the legal capacity or you are suspended from using the Service temporarily or permanently;
2. Transferring your Account to any third party without our consent;
3. Infringing others' legal rights and interests in any way through the Platform, including collecting any other person's login information or other personal information, using or attempting to use any other person's account, harassing, insulting, threatening, coercing or hurting any other person, or sending any other person junk mails or other unwelcome messages or infringing any other persons' intellectual property rights, etc.;

4. Interfering or sabotaging the Platform, its server or its network, or creating unreasonable or inappropriate load on our server or system by any means, or conducting any activity that may result in breakdown, overloading or damages (including spreading worms, viruses, spyware, malware or other destructive codes) or implanting content or codes on user browsers or devices, or altering or disturbing the render effects or display of our website on the user browser or device by other means, or uploading viruses or other malicious codes;
5. Without legal authorization, using techniques on purpose to intercept, tamper, steal, record, visit, collect, store, use, spread, disclose or delete information that you are not authorized to access from the Platform, such as other users' personal information, content or data relating to competitive services (determined at our discretion) or other confidential information which does not belong to you;
6. Violating or evading any laws or any of our policies or rules or any decisions about your Account status;
7. Taking any action to evade our technical and security measures;
8. Infringing our intellectual property rights or other rights, including but not limited to using Case Bench OPC or our other commercial logos in any commercial name, email or website, deleting any notification contained in our services on copyrights, trademarks or other ownership, damaging any of our patents, copyrights, proprietary technology, programs, software or data base information that we possess or legally use, through copying, disseminating, publicizing, decoding, partitioning or producing derivatives etc.;
9. Without our explicit consent, implying or stating that you are an affiliate of the Platform, or have any agency relationship with it;
10. Without our permission, renting, leasing, lending, borrowing, trading, selling or reselling our services or other relevant information or data, or monetizing or commercializing any of our service functions;

11. Deleting, shielding or hiding any advertisement in our services;
12. Using automatic programs or other automatic methods to visit our service, adding or downloading address books or sending or redirecting messages;
13. Duplicating, modifying or creating derivatives of the Platform or any other relevant technologies (except otherwise authorized by us), or monitoring the usability, performance or functions of our services for competition purposes, or participating in establishing frame, making mirror images or other activities of imitating the appearance of our website or functions, or changing, modifying, re-editing or altering our services, or changing, modifying or altering other websites in order to create a wrong impression that such websites are related to our services;
14. Visiting our Service via web pages not expressly provided by us;
15. Rewriting any security functions of our Services or the Platform;
16. Assisting or encouraging any violation of this Agreement or our policies;
17. Using our Service for any unlawful or illegal activity or which would be considered offensive and/or antisocial behavior; and
18. Any other unlawful conduct detrimental to the Service and/or the Platform.

13.3 Although we impose standards for conduct on our users, we do not control or regulate our users' conduct on the Platform. Therefore, we will not be responsible for any content or information disseminated or shared by the users on the Platform. If you believe that a user has violated the terms of this Agreement or any of our policies, then please contact us at contact@casebench.in. Although we try to maintain a safe environment, we are not responsible for the posts of any users and disclaim any liability for the conduct or content of any users. If you, under any circumstance, and without our authorization, commit any prohibited act, or publicize or disseminate any prohibited information, you will be solely responsible for all related liabilities and risks.

14. NOTICES

14.1 If you have an Account with us, you agree that we may provide you any and all required notices electronically through your Account or other electronic means such as email, or pop-up messages or pushed messages on the Platform in accordance with our Privacy Policy.

15. GOVERNING LAW

15.1 This Agreement and any dispute arising in relation to it shall be governed by and construed in accordance with Indian law and you and we agree to arbitrate any dispute arising out of or in relation to this agreement. The seat and venue of the Arbitration would be **Bengaluru, Karnataka India**.

16. FORCE MAJEURE

16.1 We shall undertake basic security obligations in accordance with law, but will not be responsible for damages resulting from the maintenance of the information network equipment, connection failure, malfunction of the computer, communication or other system, power breakdown, strike, riot, fire, flood, windstorm, explosion, war, government actions, changes of laws, regulations, administrative provisions and other rules, orders of judicial or administrative authorities or acts or omissions of any third party.

17. MISCELLANEOUS

17.1 This Agreement (including but not limited to the Privacy Policy, Usage Policy and any additional terms that we have notified you of being applicable to specific services) constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties.

17.2 We may assign, transfer, delegate, or otherwise sub-contract our rights under the terms of this Agreement in our sole discretion.

17.3 If we fail to enforce a provision of the terms of this Agreement, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder).

17.4 If any provision of the terms of this Agreement is held or made invalid, the invalidity does not affect the remainder of the terms of this Agreement. We reserve all rights not expressly granted in the terms of this Agreement and disclaim all implied licenses.