

# Terms and Conditions

## A. Contracting Parties

The following Terms and Conditions define the terms of Engagement between Nishtha Business Services Limited, trading as nReach (hereinafter also referred to as “Nishtha”, “nReach”, “Us”, “Our” or “We”), and the Client and/or Purchaser (hereinafter also referred to as “Client”, “Purchaser” or “You”), for the provision of products and services (Nishtha/nReach and the Client/Purchaser being collectively addressed as “parties”).

## B. Acceptance

By indicating Your acceptance of these terms and conditions, or by using any of Our products and services, You agree to be bound by these legally, without any implied pre-condition. If these terms and conditions are not acceptable to You, please do not use Our products and services.

## C. Effective Date

This agreement is effective from the earlier of:

1. 1<sup>st</sup> July 2023; or
2. The first day that the Customer accesses any of the products and/or services; or
3. The date of the first order form.

## D. Definitions

1. **“Account”** refers to the account created by the Client for accessing the Products/Services.
2. **“Agent”** refers to any named user who is permitted by the respective party to use and operate for or on behalf of them.
3. **“Application”** refers to the Products/Services made available to the Client on purchase and/or subscription.
4. **“Client Data”** refers to data, information (including but not limited to Personal Data) and any material, content, phrases, entries uploaded to or created within the Application or transmitted through or stored within the Application (collectively referred to as “Input”), by the Client, their Agents or any End-User, or otherwise made available, by or for Client to or through the Application.
5. **“Confidential Information”** refers to all non-public information, including, but not limited to, trade secrets, computer programs, technical drawings, algorithms, formulae, processes, ideas, inventions (patentable or otherwise), technical or business information, physical samples, financial/business/sales information, know-how, terms of agreements, negotiations or proposals, all data, and such other information disclosed by Us in whatever form and which:
  - a. is known by the receiving party (Client, Agent, or Client’s authorised representative), to be confidential;
  - b. under circumstances that the receiving party should reasonably understand such information is to be treated as confidential, whether marked by the disclosing party as “Confidential” or not, or otherwise is marked as or stated to be confidential.

Confidential Information may not be used, published, or re-distributed by the receiving party without Our prior written consent.

6. **“Content”** refers to text, images, videos and other media that are displayed to a website’s users.
7. **“End-User”** refers to customers of the Client.
8. **“Domain”** refers to a distinct subset of the internet with addresses sharing a common suffix or under the control of a particular organization or individual.
9. **“Functionality”** refers to the range of operations that can be performed within the Application by its users.
10. **“License”** has the same meaning as “Account”.
11. **“Order Form”** refers to any applicable ordering document between the parties that specifies mutually agreed upon rates for specified Products/Services, and other commercial terms. Each Order Form executed by the parties is governed by this Agreement and is subject thereto.
12. **“Personal Data”** refers to any information relating to an identified or identifiable natural person within the Client’s Account, who can be identified, directly or indirectly through such data.
13. **“Production”** refers to a website or application that is ready for use by the intended users.
14. **“Products”** refers to any Application provided by Us to You on a trial, free or paid basis.
15. **“Program”** or **“Computer Program”** refers to coded instructions provided to a computer or other machine for the automatic performance of a task.
16. **“Search Engine Optimisation”** or **“SEO”** refers to the process of improving the quality and quantity of website traffic to a website or a web page from search engines.
17. **“Services”** has the same meaning as “Products”.
18. **“Site”** refers to any domain or application operated by Us from which Products/Services are available to Clients.
19. **“Sub-Processor”** refers to any person or entity (including any third party who renders services to the Us), authorised as another processor under the Agreement to have logical access to and process Personal Data in order to provide all or parts of the Products/Services.
20. **“Technical”** refers to scripts, codes, frameworks, technological platforms that work together or individually to ensure that the content and functionalities of a website are displayed and/or performed as expected.
21. **“User”** refers to any member of the public who is viewing or using the website to perform an activity or a series of activities.
22. **“Website”** refers to a set of related web pages located under a single domain name.
23. **“Working day”** refers to any day between Monday and Friday (both days inclusive), excluding any Bank/Public Holiday.

## E. Modifications

We reserve the right to modify the terms of this agreement from time-to-time. We shall make all reasonable efforts to inform You of any such modification in advance of it coming into effect. If You do not agree to such modification, You may terminate this agreement. We shall refund a pro-rated amount for the unused period of any subscription amount that you have already paid.

## F. Access and Usage

1. You shall need access to the internet to access Our Products/Services. It is Your responsibility to ensure that you have the proper hardware, software and necessary equipment and service agreements in place to access Our Products/Services.

2. Usage of the Services is subject to the prevalent version of this Agreement posted on the Site. You are advised that it is your responsibility to periodically review the latest version of the Agreement. We reserve the right to update the provisions of the Agreement from time to time at our sole discretion without prior notice to you. The updated Agreement version supersedes all prior versions, as well as being effective and binding immediately after posting on the Site, unless and until expressly stated otherwise. However, modifications affecting the termination of our operations or terms of payment shall take place with prior explicit notice to you at least 30 (thirty) days prior to implementation of the change. If the changed terms not implicitly rejected within 7 (seven) days of the notification, it will be deemed to have been accepted and binding. Your continued use of the Services on or after the effective implementation date of the updated version of the Agreement constitutes your acceptance of such updated terms. If you do not agree to our updated Agreement, you can delete your Account at any time.
3. You must provide and maintain a true, accurate, current and complete information as requested to create and maintain the Account for the entire duration of the term of the Agreement.
4. If You are the original party to have accepted the Agreement, and you re-assign or delegate your Account to an authorised entity or person for administration purposes, such Account re-assignment or delegation will not relieve you of your obligations under the Agreement and your use of the Products/Services will continue to be subject to the provisions of this Agreement.
5. Our Product/Services can be accessed solely by logging in to the relevant section of our Site. You shall be assigned credentials for identification and authentication (including those of your Agents, if applicable).
6. If access to, and use of, the Products/Services is restricted to the specified number of individual Agents permitted under the Client's Account to the subscribed Services, You further agree and acknowledge that the individual Agents' login data for the Products/Services shall only be used by 1 (one) designated individual Agent and may not:
  - a. shared amongst others at the same time, or
  - b. shared or used by more than one Agent.but that Agent's credentials may be reassigned to other individuals who replace them, when the former individuals no longer require the ongoing use of the Products/Services.
7. You are solely responsible for the proper protection and storage of assigned log-in credentials (including passwords).
8. You and Your Agents are responsible for maintaining the confidentiality of all the Agent credentials for Your Client Account.
9. You must have completed 18 (eighteen) years of age to be able to purchase and use Our Products/Services. By registering for our Products/Services You acknowledge that you meet this minimum age criterion. If it comes to our knowledge that a person under the prescribed age limit is accessing or using the Products/Services, we shall unilaterally, and without prior notice, block such Account and make all efforts to promptly delete any data related to such Account, without any liability to such Client or individual Agent.
10. You are responsible for compliance with the provisions of the Agreement by You, Your Agents and Your End-users, including any activity that occurs under your Account. Without limiting the foregoing, you are solely responsible for ensuring that the use of the Products/Services to store and transmit Client Data is compliant with all applicable laws and regulations, as well as all privacy policies, agreements or other obligations you may maintain or enter into with Agents or End-users.

11. You are also solely responsible to obtain the authorisations, licenses and consents, if and as required by any applicable law, to make the Products/Services available to End-users. When you provide any Client Data to Us, you (whether you are the Client or the administrator operating on behalf of the Client) represent and warrant that you have full authority to provide us with such Client Data.
12. You acknowledge that you understand and are familiar with the technical requirements necessary to access and use the Products/Services and have no objection with respect to the same.
13. You acknowledge that you are aware of risks and threats connected with electronic data transmission.

## G. Acceptable Use

1. You are solely and strictly liable for Client Data, any activity that occurs under your Account. You also agree not to access, or attempt to access, other Clients' Accounts and/or any data relating to the Client of other Clients. Furthermore, you are solely responsible for your Clients' Data and the consequences of posting or publishing them while utilising Our Products/Services, in any manner. Additionally, You understand and agree that We bear no responsibility or liability whatsoever for Client Data and other materials (including copyrighted materials, e.g. literary works, text, images, photos, videos, etc.), which as part of Client Data may be submitted, provided, generated, created in whatsoever form by the Client, its Agents and/or its End-Users utilising the Products/Services.
2. You exclusively own and reserve all rights, title, and interest with regard to Your Data, subject to Our worldwide, non-exclusive and royalty-free right to use, process and transfer them solely for the purpose of providing the Products/Services to You pursuant to this Agreement.
3. We are not responsible for the way you use the Products/Services and Client Data. We reserve the right to use them in the event of fraudulent or illegal activity of the Client without their prior consent.
4. You are solely responsible for lawful and compliant (with this Agreement), usage of the Products/Services. Violation of the Agreement, applicable laws or generally accepted standards and principles may lead to the immediate termination of this Agreement without prior notice to You. In particular and without limitation, the You declare that you will not:
  - a. Use the Products/Services to transmit or store any content or communication or engage in; or
  - b. Encourage any activity that is illegal, harmful, deceptive, unsolicited, violating others' rights or otherwise poses a threat to the public, or infringes any copyright, patent, trademark, trade secret, or other intellectual property rights of others; or
  - c. Otherwise cause Us to become unable or impaired in Our ability to provide the Product/Service, including:
    - i. Interference with the Products/Services.
    - ii. Negatively impacting any aspect of the Products/Services or any third-party networks that are linked to the Products/Services.
    - iii. Disrupting the integrity or performance of the Product/Services and its components.
    - iv. Endangering, interfering, compromising or circumventing the privacy, use, and/or security of the Products/Services, including, without

- limitation, submitting data or content that may contain viruses or other harmful components.
- v. Hindering the functioning of the Products/Services, especially in the form of reverse engineering or hacking the Products/Services, copying, translating, disassembling or decompiling the Products/Services.
  - vi. Modifying the Products/Services in whole or in part, or creating derivative works based thereon or attempting to gain unauthorised access to the Services (or any portion thereof), or related systems, networks or data.
  - vii. Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications, or masking the origin of any data, content, or other information You provide, e.g. spoofing, phishing, manipulating headers or other identifiers, impersonating someone, or accessing the Products/Services through another Client's Account without their permission.
  - viii. Using the Products/Services in a way that violates the rights of other individuals or laws, including violating applicable laws requiring consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications.
  - ix. Using the Products/Services for benchmarking or for any other purpose harmful to Our business operations or reputation.
  - x. Allowing or encouraging someone else to commit any of the actions listed above.
5. You are responsible for procuring and maintaining the network connections that connect your network to the Products/Services, including, but not limited to, browser software that supports protocols used by Us and to follow Our procedures for accessing the Products/Services. It is Your responsibility to ensure each of your Accounts/Licenses is compatible with the then current version of the Products/Services. We are not responsible for notifying Clients, Agents or End-Users of any upgrades, fixes, or enhancements to any such software, or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including, but not limited to, the Internet), which are not owned, operated, or controlled by Us. We have no responsibility for the reliability or performance of any network connections as described herein.
  6. You undertake to use the Products/Services exclusively for Your legitimate business purpose(s), provided that your activities are lawful and does not violate these Terms of Use and do not directly oppose any commercial and legal rights that we may hold now or in the future. Our prior written consent is required for any non-business use of the Products/Services. You shall prevent unauthorised access of the Products/Services by any third party to and shall also oblige Your Agents to comply with these obligations. The unauthorised lending, sale or granting of further licenses and/or sub-licenses for the Products/Services, or otherwise making available the Products/Services to any third party by You, without Our express consent is prohibited. Such acts are not deemed to be acceptable/proper use of the Products/Services and may cause suspension or termination of this Agreement without prior notice to You.
  7. You must not modify or change the purpose and use of the Products/Services during the term of the Agreement or an applicable Order Form, if any.
  8. You shall not mis-lead others as to the existence of co-operation, association, relationship with, or acting on behalf of, Us.

## H. Third-party Services and/or Components

1. The Products/Services may be linked to certain third-party websites and other third-party services, independent from the Products/Services (collectively, “Third-party Services”). You hereby acknowledge that We has no control over such Third-party Services, and further acknowledge and agree that We are not responsible for the availability of Third-party Services, and do not have responsibility or liability for any goods, services, content, advertisements, products, or any materials available on and/or through such Third-party Services.
2. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-party Services. It is Your responsibility to read, understand and comply with the terms and conditions of usage of these Third-party Services.
3. The Products/Services may use or include Third-party software, files and components that are subject to open source and Third-party licensing terms (collectively, “Third-party Components”). Your right to use such Third-party Components as part of, or in connection with, the Products/Services is subject to any applicable acknowledgements and licensing terms accompanying such Third-party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third-party Components and these Terms of Use, the licensing terms of the Third-party Components shall prevail only in connection to the usage of the related Third-party Components. These Terms of Use do not apply to any Third-party Components accompanying or contained within the Products/Services and We disclaim all liability related thereto. You acknowledge that We are not the author, owner or licensor of any Third-party Components, and that We makes no warranty or representation, express or implied, as to the quality, capabilities, operations, performance or suitability of Third-party Components. Under no circumstance shall the Products/Services or any portion thereof (except for the Third-party Components contained therein) be deemed to be “open source” or “publicly available” software.

## I. Ownership and Confidentiality

1. We exclusively own and retain all right, title, interest and intellectual property rights in relation to the Products/Services, and the data and solutions provided thereby and all the underlying software and technology (including Sites) and other materials made accessible or available by Us to the Clients, as may be updated, improved, modified or enhanced from time to time and further to the brand names, logos and trademarks related to the foregoing (“Content”).
2. We exclusively own and retain all rights to the Confidential Information disclosed to the receiving party. All Confidential Information related to Us and derivations thereof shall remain Our sole and exclusive property. No license or other right to such Confidential Information or Our intellectual property is granted or implied hereby to the receiving party. The receiving party is obliged to hold all Confidential Information received from Us in strict confidence and take all reasonable precautions to safeguard the Confidential Information in the same way that it takes to protect its Confidential Information of the same nature and to prevent them before any unauthorised use or disclosure of, or unauthorised attempts to access or modify.
3. We encourage You, Your Agents, or End-Users to provide us (or other entities offering Services integrated with us) with feedback from time to time. These may take the form



of enhancement requests, reviews, corrections, comments, surveys and suggestions or recommendations for the Services or the Sites operated by us (“Feedback”). For all such Feedback, You grant us a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty-free right to use or otherwise exploit and incorporate Feedback or Input in whole or in part) into the Products/Services/Sites. This right is for the purpose of operating, developing, providing, promoting, and improving the Products/Services/Sites, including researching, developing new and improved ones, and assisting us in our marketing efforts.

4. You agree to indemnify, defend, and hold Us harmless from and against any and all losses, damages, demands, claims, actions, liabilities, fines, penalties, and related expenses (including reasonable legal fees) asserted against or incurred by Us that arise out of, or result from Client Data, and in relation to any and all claims related to the breach of the confidentiality obligations, infringement of any patent, copyright, trademark, or trade secret right, or other intellectual property rights, private right, or any other proprietary or personal interest of any person or entity violated by the Client Data.

## J. Billing and Payment

1. You acknowledge and agree to pay the charges in accordance with the current effective rates notified on the Sites applicable for your Products/Services, unless explicitly stated otherwise.
2. The usage of the Products/Services available on particular Sites may be free of charge for some period of time, at our sole discretion and/or as advertised.
3. All payments shall be conducted electronically by external professional entities. You acknowledge and agree that We shall send invoices and payment reminders exclusively by electronic means. The receipts for all payments will be provided electronically and stored in Your Account.
4. If We do not receive payment within the due date set forth in the invoice and without prejudice to any other rights and remedies We may be entitled to under this Agreement or law, we may, without any liability towards You:
  - a. Suspend access, including by disabling Your Credentials to all or part of the Products/Services, and we shall be under no obligation to provide any or all the Products/Services while the invoice(s) concerned remain unpaid; and
  - b. Charge interest from the day on which the Fees are due at a rate that is the greater of:
    - i. 12% p.a.
    - ii. Bank of England’s Base Rate + 2%.
5. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
6. In addition, We may, at our sole discretion, vary the charges, with prior notice, including, without limitation, in the event of further development and/or the expansion of the Products/Services offered by Us.
7. If the variation in charges results in an increase in your obligation, we shall provide at least 60 days’ notice in writing, unless such increase was already informed as part of a prior purchase.
8. Unless expressly agreed otherwise, all amounts stated in the Agreement or Order Form or the price list are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”).

9. You are responsible for paying all Taxes associated with Your purchases of the Products/Services.
10. All amounts payable by You shall be paid without any right of counter-claim or set-off, and without any deduction or withholding on any grounds whatsoever, save only as required under applicable law. If any such deduction or withholding is required under applicable law, you shall pay the amount necessary to ensure We shall, after any such deduction or withholding has been made, receive an amount equal to the amount We would have received absent of such deduction or withholding.
11. All amounts payable by the Client for Services in line with the current price plan, unless otherwise agreed, will be increased with the amount of any applicable tax. If We have the legal obligation to pay or collect Taxes for which You are responsible under the above-mentioned clauses, We shall issue an invoice to You and the You will pay that amount unless You are able to provide Us with a valid tax exemption certificate authorised by the appropriate tax authority.

## K. Subscriptions

1. Regardless of the billing cycle, We shall not provide any refund or set-off, or credits for any unused period related to the Products/Services for whatever reason, prior to the end of the Subscription Period (as defined below), caused by a breach of this Agreement and/or applicable law.
2. Subscription availability details are as follows:
  - a. **Trial Subscription:**
    - i. After signing up, You shall get access to a new, fully-functional trial Account without charge and valid for a pre-defined period, to familiarise your Products/Services before subscribing to Paid Subscription. Trial Subscriptions are subject to the Agreement. During a trial, a card may or may not be required.
    - ii. Trial Subscriptions are provided on an “as-is” and “as available” basis without any warranty of any kind not expressly stated therein, and We do not represent or warrant to the Client that:
      1. Your use of the Trial Subscription will meet Your requirements;
      2. Your use of the Trial Subscriptions will be uninterrupted, accurate, secure, accessible or free from error.
    - iii. You agree that We shall not be liable to You or any third party arising out of, or in connection with Trial Subscriptions. In particular, We shall have no indemnification obligations, nor liability of any type, with respect to the Trial Subscriptions.
    - iv. Notwithstanding anything to the contrary in points 2. and 3. above, You shall be fully liable to Us for any damages arising out of Your use of the Trial Subscriptions, any breach by You of the Agreement, and any of Your indemnification obligations hereunder.
  - b. **Free Products/Services:**
    - i. If You use any Products/Services that are free of charge, all the provisions applicable to Trial Accounts/Subscriptions apply accordingly.
  - c. **Paid Subscription:**
    - i. A Paid Subscription can be created when You place an order for purchase (where Trial Subscriptions are not available), or at the end of the Trial Subscriptions (if available).



- ii. Upon the end of Trial Subscriptions (if available), if You wish to continue using the Products/Services, you will be requested to provide payment details in order to charge a subscription fee according to the current effective rates placed on the applicable Sites. You are responsible for all charges payable on this Account. We do not offer refunds and/or pro-rata refunds on already processed payments and this policy is the same for all Clients.
- iii. The Agreement shall be concluded for the term specified by the Client or as defined in an applicable Order Form (“Subscription Period”). The term of the Agreement is automatically extended for subsequent periods equal to the expiring Subscription Period, unless otherwise agreed or the Account has been closed.
- iv. Paid Subscription may be discontinued at any time:
  1. By You, by closing your Account. Closing the Account means that further use of the Products/Services using the existing password and login will no longer be possible, and after closing the Client Account, it will cease to work immediately.
  2. By Us, by closing or suspending the Paid Subscriptions or any part or function thereof, without prior notice to You, due to a breach of any provision of this Agreement, applicable law, unacceptable or unlawful use of the Products/Services by You, Your Agents or End Users.

None of the above methods of closing the Account or its suspension before the end of the Subscription Period for which the payment was made shall oblige Us to return/refund the amount for the unused period.

- v. In any event, upon Your written request, We shall return or delete requested Personal Data within (thirty) 30 days in the standard format accepted by Us and in accordance with Our data retention policy, unless it is unworkable due to technical issues or the purposes of the processing.
- vi. We have no liability of any kind for any damages suffered by You, Your Agents or End-Users, or any other third party arising due to the suspension or closing of the Account by either You or Us.

## L. Privacy and Data Protection

1. Please refer to our Privacy Policy for the details regarding this.

## M. Guarantee

1. We represent and warrant to the Client that:
  - a. during the term of the Agreement, We shall perform operations in a manner to ensure accessibility and continuity of offered Products/Services in accordance with their use and purpose; and
  - b. any support performed by or on behalf of Us under the Agreement, if any, will be performed in a professional manner and by personnel possessing the necessary skills, training and background to perform such support.
2. You acknowledge and agree that the Products/Services or any portion of it and any Content accessed by You through the Sites is:
  - a. provided on an “as is” and “as available” basis and may change over time at our sole discretion; and

- b. without any warranties of any kind whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or arising through a course of dealing or usage of trade. In particular, due to the complexity of long-distance data transmission, there is no possibility to ensure absolute accuracy, security, accessibility, integrity and continuity of the provided Products/Services. For this reason, to the maximum extent permitted by applicable law, we do not make or give any representation or warranty that our Products/Services or any portion of it will always be available, accessible, uninterrupted, timely, secure, error-free or free from viruses or other malicious software, that any error, bug or problem will be resolved or that they will meet Your requirements and no information or advice obtained by You from us or through the Products/Services shall create any warranty not expressly stated in this Agreement.
3. In no event shall We have any obligation or liability arising from:
  - a. use or inability to use any Products/Services in a modified form or in combination with materials not furnished by Us;
  - b. statements or conduct of any third party within or without the Services;
  - c. any Client Data;
  - d. any failure by You to comply with Your responsibilities under this Agreement;
  - e. use by Us of any equipment provided by You and per Your instructions, for the provision of any support or implementation of Products/Services;
  - f. damages suffered by the You, Your Agents or End-Users, or any other person or entity having arisen due to the third-party claims, suspension or closing of the Account by You or Us, or for other reasons arising due to Your fault;
  - g. damage incurred by You, Your Agents, End-Users, or any other person or entity as a result of Your usage of third-party Products/Services that enable or prevent You or Your Agents or End-Users from accessing the subscribed/purchased Products/Services;
  - h. damages caused by You; or
  - i. the impossibility to use Products/Services, incidental and consequential damages, including damage actually suffered, the loss of expected profits/benefits, data loss, damage or computer crash, the costs of substitute equipment and software, shut-down, or company reputation infringement.
4. You acknowledge that a number of factors outside of Our control may arise and impact the quality of our Products/Services and your access and/use of our Products/Services, including, without limitation, actions of third parties who do not act on Our behalf, force majeure, fires, strikes, accidents, pandemics and technical conditions beyond Our control, e.g. the Internet. The hardware, software, and technical infrastructure used by You can also influence the Products/Services. Any delay or default affecting the availability, functionality, or timely performance of the Products/Services caused by such circumstances will not constitute a breach of the Agreement.
5. We shall, at Our sole discretion, repair or re-perform, or remove any affected part of the Products/Services. This/these remedy/remedies will be the sole and exclusive remedy received by You and Our entire liability for any breach of the Limited Guarantee set forth herein.

## N. Force Majeure

1. We shall not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by any act or event beyond Our reasonable control (an “Event Outside Our Control”).
2. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Agreement:
  - a. We shall contact You as soon as reasonably possible to notify You; and
  - b. Our obligations under the Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. We shall arrange a new date for performance of Our obligations with You after the Event Outside Our Control is over.
3. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel, please contact Us. If you opt to cancel, We shall refund the price you have paid, less the Charges reasonably and actually incurred by Us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

## O. License

1. You grant Us a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to use Your name, trademarks and logos (the “Customer IP”) for the purposes of providing the Products/Services, and within Our marketing materials, including, but not limited to, websites and brochures, and that We may present examples of the services provided to and the materials published on Your behalf.

## P. Liability

2. **Limitation on Indirect Liability:** To the fullest extent permitted by law, in no event shall We be liable under this Agreement for any indirect, incidental, special, consequential or exemplary, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, business, revenues, data or other intangible losses, in each case, even if the party knew or should have known that such damages were possible and even if a remedy fails to serve its essential purpose.
3. **Limitation on amount of Liability:** We shall only be liable for direct damages excluding any situation for which we are not responsible or which are caused by events outside our reasonable control. However, in no event shall Our aggregate liability under the Agreement or an applicable Order Form exceed the total amount paid by You to Us for use of the Products/Services during the 12 (twelve) months prior to the event giving rise to liability. The foregoing limitation does not limit/waive Your payment obligations under the Agreement.

## Q. Legality and Jurisdiction

1. If any term or provision of the Agreement is invalid, illegal, or unenforceable within the applicable legal jurisdiction(s), such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
2. The term of any document applicable to the Client will follow the term of the Agreement or Order Form. If there is any conflict between different terms, the following rules will be applied:
  - a. the provisions of Order Form (if any) take precedence over those set out in the Agreement to the extent of such conflict or inconsistency;

- b. the provisions set out in Data Protection Act, or its successors, related to Personal Data will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.
3. **Applicable Law:** The Agreement and all matters relating to it shall be governed by the laws of England and subject to the sole and exclusive jurisdiction of the Courts in England.

## R. About Us

1. Nishtha Business Services Limited is registered in England (Company No. 07254685), having its registered office at 5 Monet Place, Aylesbury, HP19 8SN, Buckinghamshire, England, UK.
2. You can contact us as follows:
  - a. By e-mail: reach@nreach.tech
  - b. By phone: +44 (0) 800 002 98 98
  - c. By post: Nithsdale House  
159 Cambridge Street  
Aylesbury, Buckinghamshire  
HP20 1BQ.  
England, UK.