

**TERMS OF SERVICE :**  
**STONE SEARCH**  
**(ALFRESCO SOLUTIONS PRIVATE LIMITED)**

Prepared By:

**Adv. Unmesh Shankar Zagade**  
**Advocate & Consultant**

**Residence: 002/A, Shivshakti CHS, Shankarwadi, Jogeshwari (E), Mumbai 400060**

**Office: 301, Shree Padmini Building, Teli Galli Cross Road, Andheri (E), Mumbai 400069**

**Contact: 9967433149/ 9969106912 Email: [advocateunmesh@gmail.com](mailto:advocateunmesh@gmail.com)**

# **TERMS OF SERVICE : STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED)**

**UPDATED AS ON MAY 18, 2022**

**THE FOLLOWING AGREEMENT DESCRIBES THE TERMS OF SERVICE UPON WHICH STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) OFFERS YOU ACCESS TO AND USAGE OF THE PLATFORM AND OTHER RELATED SERVICES.**

These **Stone Search (Alfresco Solutions Private Limited)** Terms of service are between **Stone Search (Alfresco Solutions Private Limited)** (“we,” “us,” or “our”) and the entity registering for a Business Account (“you” or “your”).

“Stone Search (Alfresco Solutions Private Limited)” enables registered business customers to purchase or sell products such as diamonds and other gemstones and to access and use a set of features, services, software, and applications specifically intended for business customers. “Stone Search (Alfresco Solutions Private Limited)” offers Virtual Inventory Management Systems through their website [www.stonesearch.co.in](http://www.stonesearch.co.in) and Mobile App and other related services. The platform provides a means to enable persons or enterprises (“you” or the “Customer”) who wish to purchase or sell diamonds and other gemstones to find sellers or purchasers of the same thereby providing solutions to enhance your business.

## **PURPOSE OF TERMS OF SERVICE**

These terms of service (**these “Terms”**) constitute a legal agreement between you and Stone Search (Alfresco Solutions Private Limited). These terms govern your access to, use of, and transactions made through Stone Search (Alfresco Solutions Private Limited). In order to use our Services, you must agree to these Terms. By clicking the “I AGREE” button that follows these Terms or by accessing or using the Website, the Mobile Apps or receiving any Services, including downloading and installing any of the Service, you hereby expressly acknowledge and agree to be bound by these Terms and any future amendments and additions to these Terms made by us at any time as provided herein.

## **MODIFICATIONS/ CHANGES TO TERMS OF SERVICE**

We reserve the right to modify these Terms or our policies relating to the platform and other related services at any time at our discretion, effective upon posting of an updated version of these Terms on the Platform by notifying your account administrators. You are responsible for regularly reviewing these Terms. Continued use of our Platform after any such changes will constitute your consent to such changes.

**YOUR CONTINUED USE OF OUR BUSINESS SERVICES AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.**

**IF YOU DO NOT AGREE TO THESE TERMS OR ANY CHANGES THEREAFTER, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING OUR PLATFORM AND RELATED SERVICES IMPLICATED BY SUCH CHANGES.**

## **USER ELIGIBILITY**

- ❖ In order to access any, you will be required to register for a Stone Search (Alfresco Solutions Private Limited) Business account (**an “Account”**).
- ❖ You agree to:
  - (a) provide true, accurate, current and complete information about yourself when registering for an Account;
  - (b) maintain and promptly update your Account to keep it true, accurate, current and complete;
  - (c) review the applicable fees, if any (the fees are accessible on the Website), to be charged for your use of the applicable services (**the “Fees”**); and
  - (d) authorize Stone Search (Alfresco Solutions Private Limited) or its third party service providers to invoice you for any and all fees incurred by you for your use of the Platform or Services in accordance with the fees set forth on the Website, with payment due immediately.
- ❖ It is your responsibility to monitor your usage of the respective services and pay for any additional fees incurred if your usage exceeds any pre-allocated usage.
- ❖ You are responsible for all reasonable costs incurred by Stone Search (Alfresco Solutions Private Limited) in attempting to obtain payment of Fees, including any attorneys’ fees, collection agency fees, interest fees and court costs.

- ❖ If we have reasonable grounds to suspect that any information provided by you is untrue, inaccurate, not current or incomplete, or if we suspect that you are in violation of, or reasonably likely to be in violation of, these Terms, we have the right to suspend or terminate your Account and refuse any and all current or future use of the services.
- ❖ By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity.
- ❖ Upon completion of your registration, a **“Business Account”** will be created for your organization. You may authorize others to create a **“User Account”** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with this Agreement.
- ❖ You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.

## **TERM OF SUBSCRIPTION**

The term of your subscription for a service will commence as of the date you complete your registration form on the Mobile App or the Website, as applicable (**“Subscription Date”**) and, unless earlier terminated in accordance with these Terms, will continue for one year (**“Initial Term”**). At the expiration of such Initial Term or any Renewal Term, your subscription will be automatically renewed for an additional one-year term (**each, a “Renewal Term”**) (**with the Initial Term, the “Term”**).

## **TERMINATION**

- ❖ This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. Stone Search (Alfresco Solutions Private Limited) may terminate the Agreement by providing notice to your administrators. We may terminate or restrict your Account, including your right to access and use any services, in whole or in part, for following:
  - (a) in order to comply with applicable law or instructions from any governmental agency or authority;

(b) if Stone Search (Alfresco Solutions Private Limited), in its sole discretion, suspects that you are using any service in a manner not permitted by these Terms; or

(c) upon any breach of these Terms.

Such termination can be affected by serving upon notice by Stone Search (Alfresco Solutions Private Limited) to you for any of the reasons mentioned above.

- ❖ We also reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Business services; and/or cancel orders. We may choose to charge, modify, or stop charging a fee for any service at its sole discretion.
- ❖ You may terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations.

## **EFFECTS OF TERMINATION**

Upon expiration or earlier termination of your Account or rights to use a service, for any reason:

(a) you will no longer be authorized to access or use the Mobile Apps or the Website, or any other platform (if applicable), or otherwise use any of the features or Services offered by or through the Mobile Apps or the Website;

(b) Stone Search (Alfresco Solutions Private Limited) may delete any Content (as hereinafter defined) associated with you or your Account; and

(c) all rights and obligations of the parties under these Terms shall expire, except those rights and obligations intended to survive, including the sections titled Effects of Termination, Disclaimer of Warranties, Intellectual Property, Indemnification, Limitation on Liability and General.

For any termination by Stone Search (Alfresco Solutions Private Limited) for convenience, Stone Search (Alfresco Solutions Private Limited) shall refund to you a pro-rata portion of any prepaid fees, based on the time remaining in the Term. Stone Search (Alfresco Solutions Private Limited) shall have no other liability in the event of termination or expiration.

## **WARRANTIES AND REPRESENTATIONS**

You represent and warrant to Stone Search (Alfresco Solutions Private Limited) that you will: (a) maintain the security of your user identification and password for the Account; (b) be responsible for all charges resulting from the use of your Account, including but not limited to, unauthorized use of your Account prior to you notifying us in writing of such use and taking steps to prevent its further occurrence by changing your password; (d) not access or use the platform and related services except as expressly permitted by these Terms and any additional instructions, guidelines or policies issued by Stone Search (Alfresco Solutions Private Limited); (e) comply with all applicable Indian and international laws, statutes, ordinances, rules, regulations, contracts and applicable licenses regarding your use of the platform and related services; and (f) not access or use the platform and related services in order to develop a competing product or service.

You further represent, warrant and covenant that: (i) you are at least 18 years old and have the power, and authority to enter into and perform your obligations under these Terms; (ii) you are a diamond or gemstone manufacturer, vendor, store owner, jewelry designer, diamond or gemstone broker, or other individual or entity engaged in the jewelry industry; (iii) all information you provide to Stone Search (Alfresco Solutions Private Limited) is truthful, accurate and complete; (iv) if you pay any Fees by credit card, you are authorized, or have the permission of the authorized signatory of the credit card, to pay any Fees incurred from use of the platform and related services; and (v) if you are accessing or using the platform and related services on behalf of a corporate entity, that you are authorized to enter into, and bind such entity to, these Terms.

You agree that you a) will not use the platform and related services for sending or storing any unlawful material or for fraudulent purposes; b) will not use the platform and related services to cause nuisance, annoyance or inconvenience; c) will not impair the proper operation of the network; d) will not try to harm the platform and related services in any way whatsoever; e) will provide us with whatever proof of identity we may reasonably request; f) are aware that when requesting Services using SMS, standard-messaging charges will apply.

## **PRIVACY**

You acknowledge that when you download, install, or use a Mobile App, Stone Search (Alfresco Solutions Private Limited) may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use of the Mobile App, in addition to any information Stone Search (Alfresco Solutions Private Limited) requires you to provide as a condition to downloading, installing, or using the Mobile App. All information we collect through or in connection with the Mobile Apps or the Website is subject to our privacy policy, as amended from time to time, available at our Website ([www.stoneresearch.co.in](http://www.stoneresearch.co.in)) (**“Privacy Policy”**), which is hereby incorporated into these Terms by reference. You should carefully read our full Privacy Policy before using the platform or related services. You explicitly

consent to the collection, hosting, use, processing or handling of information as set forth in our Privacy Policy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Privacy Policy. Please review the Privacy Policy to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

## **CUSTOMER INFORMATION**

We require you to provide information about you and your Users to access and use Stone Search (Alfresco Solutions Private Limited) Business platform, and you may need to provide supplemental information to use or purchase some Stone Search (Alfresco Solutions Private Limited) Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Stone Search (Alfresco Solutions Private Limited) Business platform or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Stone Search (Alfresco Solutions Private Limited) may share your organization's name or credentials, shipping address, shipment date, quantity or other relevant information.

## **CONFIDENTIALITY**

In connection with your use of Stone Search (Alfresco Solutions Private Limited) Business platform and related services, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("**Confidential Information**"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Stone Search (Alfresco Solutions Private Limited) Business services. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

## **CONTENT**

You understand that all postings, messages, information, suggestions, ideas, data, text, files, images, photos, pictures, graphics, audio and video clips or other materials posted on, transmitted through, or linked on the Platform or other services by users (**collectively, the “Content”**), are the sole responsibility of the person who submitted such Content. By submitting any Content to the Platform or other related services, you hereby grant Stone Search (Alfresco Solutions Private Limited) a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, use and distribute the Content in any medium for commercial and non-commercial purposes. By submitting Content, you warrant and represent that you own or otherwise control all of the rights to your Content including, without limitation, all the intellectual property and all rights necessary for you to provide, post, upload, input or submit the Content to us or the Platform or other related services. Stone Search (Alfresco Solutions Private Limited) has no obligation to monitor user-submitted Content.

## **INTELLECTUAL PROPERTY**

You understand that all postings, messages, information, suggestions, ideas, data, text, files, images, photos, pictures, graphics, audio and video clips or other materials posted on, transmitted through, or linked on the Platform or other services by users (**collectively, the “Content”**), are the sole responsibility of the person who submitted such Content. By submitting any Content to the Platform or other related services, you hereby grant Stone Search (Alfresco Solutions Private Limited) a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, use and distribute the Content in any medium for commercial and non-commercial purposes. By submitting Content, you warrant and represent that you own or otherwise control all of the rights to your Content including, without limitation, all the intellectual property and all rights necessary for you to provide, post, upload, input or submit the Content to us or the Platform or other Offerings. Stone Search (Alfresco Solutions Private Limited) has no obligation to monitor user-submitted Content.

## **SERVICE LICENSE AND RELATED RESTRICTIONS**

The platform and services are protected by copyrights, trademarks, trade secrets and other proprietary rights of Stone Search (Alfresco Solutions Private Limited) and its licensors, whether registered or unregistered (**collectively, the “Intellectual Property”**). Stone Search (Alfresco Solutions Private Limited) and its licensors own and shall retain all right, title, and interest in and to the Mobile Apps, the Website, the API's, Virtual Inventory Management Systems and all content displayed therein, to the extent such content is developed by Stone Search (Alfresco



Solutions Private Limited) or its licensors (excluding user-submitted Content), including all Intellectual Property therein, except as expressly granted to you in these Terms. The API's solely to pull certain inventory data from the Stone Search (Alfresco Solutions Private Limited) Platform to your system to offer for sale to your customers.

You understand and agree that except as expressly permitted by applicable law or these Terms, neither you nor a third party acting on your behalf will: (i) decompile, disassemble or reverse engineer the platform or other related services or any portion thereof; (ii) copy, reproduce, sell, modify, create derivative works of or otherwise exploit the platform or other related services or any portion thereof; (iii) use the platform or other related services in any manner to provide service bureau, commercial time-sharing or other computer services to third parties; (iv) use components of the Mobile Apps to run applications not running on the Mobile App; (v) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Apps, Virtual Inventory Management Systems or the Website, including any copy thereof; (vi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile Apps, Virtual Inventory Management Systems, the API's or the Website; or (vii) as to iOS devices, use the Mobile Apps in contravention of the Usage Rules set forth in the Apple App Store Terms of Service.

You hereby agree that you will: (1) only use the Mobile Apps to access and use the Platform and Services; (2) not authorize any third party to access or use the platform or other related services on your behalf using any automated process such as a BOT, a spider or periodic caching of information stored by the Service on your behalf; (3) not use any software or hardware that reduces the number of users directly accessing or using the platform or other related services (sometimes called 'multiplexing' or 'pooling' software or hardware); (4) allow the Mobile Apps to automatically download and install updates from time to time, which are designed to improve, enhance and further develop the Mobile Apps and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.

It is your responsibility to check to ensure you download the correct Mobile App for your device. Stone Search (Alfresco Solutions Private Limited) is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Mobile App. Stone Search (Alfresco Solutions Private Limited) reserves the right to terminate your Account should you use the Platform and Services with an unauthorized device.

**iOS Devices:** In the event of any failure of a Mobile App to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for the Mobile App (if any) to you; however, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty will be Stone Search (Alfresco Solutions Private Limited)'s responsibility. For clarity, Apple will have no liability with respect to Fees paid other than the purchase price (if any) for the Mobile Apps.

**Android Devices:** You may submit an online request at the Google Play Store at any time within 48 hours after your purchase, and Google may refund to you the purchase price (if any) for the Mobile Apps; however, to the extent permitted by applicable law, Google will have no other warranty obligations whatsoever with respect to the Mobile Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty will be the Stone Search (Alfresco Solutions Private Limited)'s responsibility. For clarity, Google will have no liability with respect to Fees paid other than the purchase price (if any) of the Mobile Apps.

## **PAYMENT, PRICING AND PROMOTIONS**

Any Fees are due immediately in accordance with the pricing schedule on the Website or otherwise made available to you and are non-refundable (except as specifically provided in these Terms), unless a prior invoicing arrangement has been made with Stone Search (Alfresco Solutions Private Limited) in writing. Stone Search (Alfresco Solutions Private Limited) reserves the right to determine final prevailing pricing – please note the pricing information published on the website may not reflect the prevailing pricing, which if it differs from what's published on the Website, shall be subject to prior written agreement by you.

Stone Search (Alfresco Solutions Private Limited) may make promotional offers to some or all of its customers. These offers may include different features and rates. Unless offered to you, these promotional offers will not change your existing rates or the Terms. Stone Search (Alfresco Solutions Private Limited) may change its Fees at any time for any reason; provided, however, that in the event of such an increase in Fees, you may terminate for convenience and receive a pro-rata refund of any prepaid Fees.

## **THIRD PARTY INTERACTIONS**

During use of the platform and related services, you may enter into correspondence with, purchase goods and/or services from, enter into promotions with, or otherwise interact with third parties or other users of the services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. Stone Search (Alfresco Solutions Private Limited) and its licensors will have no liability, obligation or responsibility for any such interaction between you and any such third party. Stone Search (Alfresco Solutions Private Limited) does not endorse any users, providers or sites on the Internet that are linked through the platform and related services, and in no event will Stone Search (Alfresco Solutions Private Limited) or its licensors be responsible for any content, products, services or other materials on or available from such users, sites or third-party providers. To the extent any portion of the platform and related services contains opinions provided by third party users of the Platform, such opinions are the opinions of the individual author and may not reflect the opinions of Stone Search (Alfresco Solutions Private Limited) or any of its employees. Certain third-party providers of goods and services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Stone Search (Alfresco Solutions Private Limited) disclaims any and all responsibility or liability arising from such agreements between you and the third party providers. We reserve the right, but have no obligation, to monitor disputes between users of the platform and related services. Any dispute between you and another user, including sellers, must be resolved between yourselves. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their current, future and former 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.

Stone Search (Alfresco Solutions Private Limited) may utilize third-party advertising and marketing supplied through the platform and related services and other mechanisms to subsidize the platform and related services. By agreeing to these Terms you agree to receive such advertising and marketing. Stone Search (Alfresco Solutions Private Limited) may compile and release information regarding you and your use of the platform and related services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the platform and related services.

Stone Search (Alfresco Solutions Private Limited) is not responsible for examining or evaluating, and we do not warrant, the offerings of any of the businesses or individuals (including the content of their sites). Stone Search (Alfresco Solutions Private Limited) does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

## **INDEMNIFICATION**

You agree that you will indemnify and hold Stone Search (Alfresco Solutions Private Limited), its licensors and their respective parent organizations, subsidiaries and affiliates and their respective current, future and former officers, directors, users, employees, attorneys and agents, and their successors or assigns (**collectively, the “Indemnified Parties”**) harmless from and against any and all costs, damages, losses, liabilities, expenses (including attorneys’ fees and costs) and other amounts, and if directed by Stone Search (Alfresco Solutions Private Limited), will defend the Indemnified Parties against all claims arising out of or in connection with:

- (a) your violation or breach of these Terms, including any additional instructions, guidelines or policies issued by Stone Search (Alfresco Solutions Private Limited);
- (b) the infringement, misappropriation or other violation of any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of a third party by the Content or any other information or materials provided by you or by the use thereof by Stone Search (Alfresco Solutions Private Limited); or
- (c) fraud committed by, or the intentional misconduct, criminal acts or gross negligence of, you,
- (d) your use or misuse of the platform or related services, and
- (e) your interaction with a third party through the platform or related services.

You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense.

You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

## **DISCLAIMER OF WARRANTIES**

STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PLATFORM OR THE RELATED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE OFFERINGS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA OR CONTENT, INCLUDING WITHOUT LIMITATION PRODUCT DESCRIPTIONS PROVIDED BY THIRD PARTIES, WILL BE ACCURATE, COMPLETE, RELIABLE OR ERROR-FREE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU IN CONNECTION WITH THE PLATFORM OR THE RELATED SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES RELATED TO ANY SUCH PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL (“THIRD-PARTY PRODUCTS”) OR SELLERS OF SUCH THIRD-PARTY PRODUCTS AND SHALL HAVE NO LIABILITY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR YOUR PURCHASE OF SUCH THIRD-PARTY PRODUCTS, (E) ERRORS OR DEFECTS IN THE PLATFORM OR RELATED SERVICES WILL BE CORRECTED, OR (F) THE PLATFORM, VIMS OR THE API’S, OR THE SERVER(S) THAT MAKE THE PLATFORM, VIMS OR API’S AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) ASSUMES NO LIABILITY FOR THE USE OR INTERPRETATION OF INFORMATION CONTAINED HEREIN. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR PLATFORM AND RELATED SERVICES, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PLATFORM AND RELATED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PLATFORM OR RELATED SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE ANY SERVICE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT ON THE PLATFORM OR VIRTUAL INVENTORY MANAGEMENT SYSTEM OR PROVIDED THROUGH AN API, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY WHOSE ADVERTISING, CONTENT OR PRODUCTS APPEAR ON THE PLATFORM OR VIRTUAL INVENTORY MANAGEMENT SYSTEM OR THROUGH AN API OR WHO IS REFERRED THROUGH THE PLATFORM, EVEN IF STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THEN STONE SEARCH (ALFRESCO SOLUTIONS PRIVATE LIMITED) MAXIMUM LIABILITY TO YOU IS LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR USE OF THE RESPECTIVE SERVICE DURING THE IMMEDIATELY PRECEDING 12 MONTHS. THESE LIMITATIONS APPLY EVEN IF ANY OTHER REMEDIES AVAILABLE TO YOU FAIL OF THEIR ESSENTIAL PURPOSE.

## **GENERAL PROVISIONS**

### **NOTICE**

- ❖ Stone Search (Alfresco Solutions Private Limited) may provide notice to you by means of a general notice on the Platform or electronic mail to your email address on record or by written communication sent by mail or post to your address on record. This may also include notices of changes to the terms and conditions or other matters by displaying such notices or links to revised terms and conditions.
- ❖ You may provide notice to Stone Search (Alfresco Solutions Private Limited) at any time by letter delivered by registered mail or post at the following address: Stone Search (Alfresco Solutions Private Limited), Mumbai. All notices sent by you will be deemed given when actually received by Stone Search (Alfresco Solutions Private Limited). All notices or other communications to Stone Search (Alfresco Solutions Private Limited) must be in English and in writing.
- ❖ Any notice will be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).
- ❖ You agree that any notice, agreements, disclosures, or other communications that we provide to you electronically, at the email address provided by you during the registration process, or when posted on the Mobile Apps or the Website, satisfy any legal requirements that such communications be in writing.

### **FORCE MAJEURE**

- ❖ Stone Search (Alfresco Solutions Private Limited) will not be liable for any delay or failure to perform its obligations under these Terms resulting from causes outside of its reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or causes beyond Stone Search (Alfresco Solutions Private Limited)'s control such as, but not limited to an act of God, war, epidemic, pandemic, act or threat of terrorism, riot, civil commotion/ disturbance, acts of military authorities, explosion, embargoes, fire, storms, flood, drought, typhoon, earthquake, accidents, any natural disaster, lock down or lock-out, industrial disputes, political upheaval, changes in government policy, newly-enacted governmental restrictions, power failure or damage, breakdown or destruction of any network facilities or servers or network infrastructure or telecommunications failures, unauthorized access to Stone Search (Alfresco Solutions Private Limited)'s information technology systems by third parties, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

- ❖ For the purpose of this Agreement, “**Force Majeure**” shall mean, in respect of a Party, all events which are beyond the control of such Party, and which are unforeseen or, if foreseen, are unavoidable, and which totally or substantially prevent such Party from performing, or renders or makes it impossible for such Party to carry out, any of its obligations stated in this Agreement, unless such obligations can be performed in an alternative manner without undue expense to such Party based on the information then available to such Party.
- ❖ It is clarified that the Stone Search (Alfresco Solutions Private Limited) shall not be obligated to indemnify any Party for any Loss incurred on account of the inability of the Company / Promoters to perform any obligation during the Force Majeure Period, to the extent that such inability is caused due to a Force Majeure event.

## **DISCLOSURE**

Stone Search (Alfresco Solutions Private Limited) may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of our platform and other related services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Stone Search (Alfresco Solutions Private Limited)’s rights or property, or the rights or property of visitors to or users of our platform and other related services, including Stone Search (Alfresco Solutions Private Limited)’s customers. Stone Search (Alfresco Solutions Private Limited) reserves the right at all times to disclose any information that Stone Search (Alfresco Solutions Private Limited) deems necessary to comply with or is permitted by any applicable law, regulation, legal process or governmental request, including exchanging information with other companies and organizations for fraud protection purposes.

## **NO WAIVER**

The failure of Stone Search (Alfresco Solutions Private Limited) to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them will not be construed as a waiver or relinquishment of Stone Search (Alfresco Solutions Private Limited)’s right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Stone Search (Alfresco Solutions Private Limited) of any provision, condition, or requirement of these Terms or the Privacy Policy will not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by Stone Search (Alfresco Solutions Private Limited) will be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of Stone Search (Alfresco Solutions Private Limited).



## **INJUNCTIVE RELIEF**

You acknowledge and agree that any violation by you of these Terms will cause irreparable harm to Stone Search (Alfresco Solutions Private Limited), for which monetary damages would be inadequate, and you consent to Stone Search (Alfresco Solutions Private Limited) obtaining any injunctive or equitable relief that Stone Search (Alfresco Solutions Private Limited) deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Stone Search (Alfresco Solutions Private Limited) may have at law or in equity.

## **LIMITATION ON CLAIMS**

No action arising out of, in connection with, or relating to these Terms or the subject of these Terms shall be brought by You more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph.

## **ASSIGNMENT**

Stone Search (Alfresco Solutions Private Limited) may assign or delegate its rights and obligations under these Terms and the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without Stone Search (Alfresco Solutions Private Limited)'s prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

## **SEVERABILITY**

You and Stone Search (Alfresco Solutions Private Limited) agree that if any portion of these Terms or of the Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which will continue to be in full force and effect, and such provision shall be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with applicable laws. The language of each provision of this terms of service shall be construed according to its fair meaning and not strictly against either party.

## **ENTIRE AGREEMENT**

These Terms and any documents expressly incorporated by reference herein (including the Privacy Policy), any additional instructions, guidelines or policies issued by Stone Search (Alfresco Solutions Private Limited), including those posted in the Mobile App or on the Website, contain the entire understanding of you and Stone Search (Alfresco Solutions Private Limited), and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Stone Search (Alfresco Solutions Private Limited) with respect to the platform and other related services. It is specifically acknowledged that any prior arrangements, agreements, representations or undertakings between you and Stone Search (Alfresco Solutions Private Limited) regarding the subject matter of these terms are hereby superseded by acceptance of these terms of service.

## **GOVERNING LAW**

All rights and obligations of you or Stone Search (Alfresco Solutions Private Limited) relating to these Terms shall be governed by and construed in accordance with the laws of India, including its conflicts of law rules and arbitration laws. You agree that any dispute arising from or relating to the subject matter of these Terms will be governed by the exclusive jurisdiction of the courts of Mumbai, in the state of Maharashtra, India.

## **DISPUTE SETTLEMENT**

- ❖ In the event any dispute or difference arises in connection with the interpretation or implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations between the Promoters/Company and Investor (or person nominated by them representing the Promoters/Company and the Investor).
- ❖ If the dispute or difference is not resolved through friendly consultations within 30 days from the date of commencement of discussions or such longer period as the Parties agree in writing, then such Dispute shall be finally settled by way of arbitration conducted by panel of Arbitrators comprising of three arbitrators of whom there shall be one nominee arbitrator each of Promoters/Company and Investor and third arbitrator shall be jointly selected by the two nominee arbitrators and the third Arbitrator shall act as the Chairman of the Arbitral Tribunal.

- ❖ The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted in English. The venue of the arbitration proceedings shall be Mumbai, Maharashtra, India. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

**CONTACT Stone Search (Alfresco Solutions Private Limited)**

If you have a question or concern about these Terms, please contact Stone Search (Alfresco Solutions Private Limited) Support by mail : [info@stonesearch.co.in](mailto:info@stonesearch.co.in)

**Stone Search (Alfresco Solutions Private Limited)**

Attn: Customer Service

\_\_\_\_\_ Mumbai

Tel - \_\_\_\_\_

Fax - \_\_\_\_\_

Email - \_\_\_\_\_

<p><b>FOR</b> _____</p> <p>Signature :</p> <p>Name :</p> <p>Designation :</p> <p>Date :</p>	<p><b>FOR Stone Search (Alfresco Solutions Private Limited)</b></p> <p>Signature :</p> <p>Name :</p> <p>Designation :</p> <p>Date :</p>
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