

“Dawa.AI” SOFTWARE LICENSE AGREEMENT

This constitute a legally binding agreement pertains to usages and services of the software program, “**Dawa.AI**” and concerning access to and use of the Dawa.AI website, as well as any other media form, media channel, website, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”) and/or creation of account with on the Site (by choosing any of the options provided, from time to time) for, inter alia, accessing/using Services at the Site.

That “Oabco Innovations Private Limited” which is hereinafter will referred as “Company” had created, developed software program, “**Dawa.AI**” and its own all the rights pertaining to use of this program, its ancillary applications and associated services which are provide by the Company from time to time.

That any individual, legal entity, that uses this program in entirety or in part thereof will be hereinafter referred as “**LICENSOR**” which includes the Licensor, his successors, anybody is acting and/or claiming through/under it/him. If Licensor are agreeing to this Agreement not as an individual but on behalf of company, government, or other entity for which it is acting (for example, as an employee of Company/Firm/Organization etc or governmental official), then “**Licensor**” means that entity and it is an binding entity to this Agreement.

By clicking on the “I agree” (or similar button or checkbox) that is presented to Licensor at the time of Order, or by using or accessing the Software, Licensor indicate his/its assent to be bound by this Agreement. Licensor agree that by accessing the Site, Licensor have read, understood, and agreed to be bound by all of these Terms of Service. *If licensor do not agree with all of these terms of service, then licensor is expressly prohibited from using the site and licensor must discontinue use immediately.*

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby, expressly incorporated herein, by reference. Company reserve the right, in its sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. Company will alert Licensor about any changes by updating the "Last updated" date of these Terms of Service, and Licensor waive any right to receive specific notice of each such change. Please ensure that Licensor check the applicable Terms every time Licensor use Company Site so that Licensor understand which Terms apply. Licensor will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by Licensor continued use of the Site on and from the date such revised Terms of Service are posted.

Company control and operate the Site from Company’s offices in NAGPUR, Maharashtra, India. Company make no representation that the Site is appropriate, lawful, or available for use in any location other than India. As such, if any person chooses to access or use the Site from locations outside India, do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Access/ use of the Site from jurisdictions where the content or practices of the Site are illegal, unauthorized, or penalized is strictly prohibited.

2. USER REPRESENTATIONS

- By using the Site, **Licensor** represent and warrant that: (A) **Licensor** have the legal capacity and **Licensor** agree to comply with these Terms of Service; (B) **Licensor** are not a minor in the jurisdiction in which **Licensor** reside; (C) **Licensor** will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (D) **Licensor** will not use the Site for any illegal or unauthorized purpose; (E) **Licensor** have not been previously suspended or removed from the Site by Company; and (F) **Licensor** use of the Site will not violate any applicable law or regulation
- Additionally, in order to use the Site and access any Services thereto, **Licensor** represent that any registration and account information that **Licensor** submit to Company is true, accurate, and complete, and **Licensor** agree to keep it that way at all times.
- If **Licensor** provide any information that is untrue, inaccurate, not current, or incomplete, Company have the right to suspend or terminate **Licensor's** account and refuse any and all current or future use of the Site (or any portion thereof).

3. SERVICES

- Company provide **Licensor** with access to the Site **free of charge**, but to enjoy the full benefits of the Site and certain features or functionality thereto, **Licensor** may have to purchase/subscribe to certain Services, in which case **Licensor** may have to download our mobile application or access website and register **Licensor** account with Company. There may be special promotional plans, memberships, or services, including offerings of third-party products and services, which may be offered, from time to time. However, company are not responsible for the products and services provided by such third parties.
- The Services will also be accessible via a computer, mobile phone, tablet, or other wireless device (collectively, "Mobile Services"). **Licensor's** mobile carrier's normal messaging, data, and other rates and fees will apply to use of the Mobile Services. In addition, downloading, installing of using certain Mobile Services may be prohibited or restricted by **Licensor** mobile carrier, and not all Mobile Services may work with all carriers or devices.
- When creating an account with Company, **Licensor** must provide true, accurate, current, and complete information as Company request. If there are any changes to the information provide in connection with **Licensor** account, **Licensor** must update the applicable information promptly, and as necessary to keep it current and accurate. **Licensor** represent to Company that the information provided upon the creation of **Licensor** account is accurate and that any email address **Licensor** provide is an email address controlled by **Licensor**.
- **Licensor** acknowledge and agree that **Licensor** are fully responsible for all activities that occur through **Licensor** account with Company, so **Licensor** should keep it secure. **Licensor** agree to notify Company on Contact Company, if **Licensor** suspect or know of any unauthorized use of **Licensor** said account or any other breach of security with respect to **Licensor** account. Company will not be liable for any loss or damage arising from unauthorized use of **Licensor** account.
- For better user experience, from time to time, Company are refining and evolving its Services. Accordingly, Company reserve the right to alter, amend, change, add to, suspend, retire or discontinue any aspect of the Services, at any point in time, without prior information. If **Licensor** object to an applicable change for any reason, as a consequence of any update to the Services by Company, **Licensor** sole remedy is to stop using the Services

5. PRIVACY

- Licensor acknowledge and agree that to access/ use the Site and for performance of the terms it is essential that Company process information about Licensor and other users. Licensor's privacy is important to Company. Please read our Privacy Policy to learn how Company may collect, use, share and store Licensor's information. The Privacy Policy is part of and is governed by these Terms, and by agreeing to these Terms, Licensor agree to be bound by the terms of the Privacy Policy and agree that Company may use information collected from Licensor in accordance with its terms. If Licensor do not agree to the use of Licensor's personal information in accordance with our Privacy Policy, Licensor should not access/ use or otherwise use any portion of the Site and/or the Services

6. CONSENT TO COMMUNICATIONS

- Licensor have consented to receiving electronic communications from Company, including emails, push notifications, and text messages, WhatsApp or any other similar messaging or social platform. For more information about how Company use Licensor's information please read our Privacy Policy.

7. USER REGISTRATION & CONDUCT

- Signing-up and Process of Member Account Creation
- The Services includes, which provides the best cloud-based platform for customer relationship management, pharmacy billing and inventory management. If Licensor are interested to make use of the Site and the Services Licensor will have to first sign-up at the Site and submit true, complete, current and accurate information about Licensor's self as prompted by the Site. The same will be subject to scrutiny and verification by Company.
- Only verified users will be able to use our Services. Such verification will be done by Dawa.AI via a two-step authentication process: Step 1: Company collect Licensor's mobile number and will send a unique code to the inputted mobile number. Step-2: Company collect Licensor's email address (the proposed Licensor may chose both the unique Code on mobile only. On primary and Secondary mobile numbers) and will send a unique code to the inputted email address. Licensor will be registered as a new user upon confirmation of the codes so received from Licensor. In future, if Licensor would like to change any of the registered information as provided to Company, the same will be done only by verifying Licensor's registered email address.
- Notwithstanding the foregoing, Dawa.AI shall have no liability over the authenticity and genuiness of the information submitted and made available to Dawa.AI by way of the above-mentioned registration process. Further, Company may provide Licensor with access to some of the Services on our Site on a trial basis (without registering Licensor as a User) for a limited period of time. In such cases as well, Licensor agree that the information provided to Company will be in accordance with this Terms of Service.

8. Protection

Upon successfully registering with our Site, Licensor agree to be responsible for ensuring that the user identification and password required for Licensor's access and use of the Services on the Site are kept safe and confidential. Licensor will promptly notify Company upon discovery if the

security of Licensor's user identification or password may be compromised. Dawa.AI cannot be and will not be liable for any loss or damage arising from Licensor's failure to comply with this section.

9. Not an Offer

Unless expressly stated otherwise, no description or information pertaining to the Services offered on the Site shall be construed as an offer by Company or the relevant third party, but may constitute an invitation for Licensor to subscribe/use. Once a request for a Service is placed (whether with Company or with the relevant third party through Company), the same shall be deemed concluded when Company or the relevant third party have accepted Licensor's request for the same or have provided Licensor with the Service pursuant to Licensor's request.

10. User Contributions

Company may provide Licensor with the opportunity to create, submit, post, email, display, transmit, upload or publish content and materials to Company or on the Site, including but not limited to text, writings, invoices, photographs, graphics, comments, suggestions, or personal information and any other material. Contributions may be viewable by Company for research and development purposes. As such, any Contributions Licensor transmit may be treated in accordance with the Privacy Policy of the Site. Licensor acknowledge and agree that Company may generate revenues, increase goodwill, or otherwise increase our value based on Licensor's use of the Site, and Licensor will have no right to share in this revenue, goodwill or value whatsoever. Licensor further acknowledge that Licensor have no right to receive any income or other consideration from Company with respect to Licensor's use of the Site and/ or any of Licensor's Contributions.

11. Representation and Warranties on Licensor's Contributions

When Licensor create or make available any Contributions, Licensor, thereby, represent and warrant that:

1. The creation, distribution, transmission, display, and the accessing or downloading of Licensor's Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any party.
2. Licensor are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Company, the Site, and other users of the Site to use Licensor's Contributions in any manner contemplated by the Site and these Terms of Service.
3. Licensor have the written consent, release, and/ or permission of each and every identifiable individual person in Licensor's Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of Licensor's Contributions, in any manner contemplated by the Site and these Terms of Service
4. Licensor's Contributions
 - a) are not false, inaccurate, or misleading.
 - b) are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
 - c) are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by Company).
 - d) do not ridicule, mock, disparage, intimidate, or abuse anyone.
 - e) are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

- f) do not violate any applicable law, regulation, or rule.
- g) do not violate the privacy or publicity rights of any third party.
- h) do not interfere with our ability to provide the Services or servers, networks connected to the facilitation of the Services, or disobey any requirement, procedures, policies and regulations connected thereto.
- i) do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical condition.
- j) do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.
 - o Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of Licensor's rights to use the Site.
 - o Company are not liable for any statements or representations in Licensor's Contributions provided by Licensor in any area on the Site. Licensor are solely responsible for Licensor's Contributions to the Site and Licensor expressly agree to exonerate Company from any and all responsibilities and to refrain from any legal action against Company regarding Licensor's Contributions. Dawa.AI reserves the right to remove any Contributions that Company believe in good faith violates this Terms of Service or has been alleged to infringe any intellectual property or that is violative and objectionable in our sole opinion, without being liable to Licensor for any loss or damage arising from such removal.
 - o Licensor also acknowledge that Dawa.AI may preserve and disclose Licensor's Contributions if required to do so by applicable law or if it reasonably believes in good faith to do so in order to enforce this Terms of Service, respond to claims against Contributions violating third-party rights, to improve customer service or protect the rights or property of Dawa.AI, its other users and public at large.

8. SUBMISSIONS

- o Licensor acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site and/ or the Services ("Submissions") provided by Licensor to Company are non-confidential and shall become our sole property. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to Licensor. Licensor, hereby, waive all moral rights to any such Submissions, and Licensor, hereby, warrant that any such Submissions are original with Licensor or that Licensor have the right to submit such Submissions. Licensor agree there shall be no recourse against Company for any alleged or actual infringement or misappropriation of any proprietary right in Licensor's Submissions.

9. INTELLECTUAL PROPERTY RIGHTS

- o Unless otherwise indicated, the Site is our proprietary property and all source code databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (including the Services) (collectively, "Content"), and the trademarks, service marks, and logos contained therein ("Marks") are owned or controlled by Company or licensed to Company, and are protected by copyright and trademark laws and various other intellectual property rights laws of [India], international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for Licensor's information and personal use only. Except

as expressly provided in these Terms of Service, no part of the Site, and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose, whatsoever, without our express prior written permission.

- Provided that Licensor are eligible to use the Site, Licensor are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content, to which Licensor have properly gained access, solely for Licensor's personal, non-commercial use. Company reserve all rights not expressly granted to Licensor in and to the Site, the Content and the Marks.

10. PROHIBITED ACTIVITIES

- Licensor may not access or use the Site and/ or the Services for any purpose other than that for which Company make the same available. The Site (including the Services) may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by Company.

- As a user of the Site (including the Services), Licensor agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Company.

2. Trick, defraud, or mislead Company and other users, especially in any attempt to learn sensitive account information such as user passwords.

3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/ or the Content contained therein.

4. Disparage, tarnish, or otherwise harm, in our opinion, Company and/ or the Site.

5. Use any information obtained from the Site in order to harass, abuse, or harm another person.

6. Make improper use of our support services or submit false reports of abuse or misconduct

7. Use the Site in a manner inconsistent with any applicable laws or regulations.

8. Engage in unauthorized framing of or linking to the Site.

9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interfere with the use, features, functions, operation, or maintenance of the Site.

10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

11. Delete the copyright or other proprietary rights notice from any Content.

12. Attempt to impersonate another user or person or use the username of another user.

13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

14. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion the Site to Licensor.
16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
19. Except as may be the result of standard search engine or internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
20. Use a buying agent or purchasing agent to make purchases on the Site.
21. Make any unauthorized use of the Site, including collecting usernames and/ or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences
22. Use the Site as part of any effort to compete with Company or otherwise use the Site and/ or the Content for any revenue generating endeavour or commercial enterprise.

11. SITE MANAGEMENT

- Company reserve the right, but not the obligation, to: (A) monitor the Site for violations of these Terms of Service; (B) disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances determined by Company in our sole discretion; (C) with or without prior notice, suspend or terminate Licensor's account if activities occur on Licensor's account which, in our sole discretion, would or might constitute a violation of these Terms, cause damage to or impair the Services, infringe or violate any third-party rights, damage our reputation, or violate any applicable laws or regulations; (D) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (E) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) Licensor's ability to use any of our Services or any portion thereof; (F) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (G) otherwise manage the Site in a manner designed to protect our, our members, and third party rights and properties and/ or to facilitate the proper functioning of the Site.

12. TERM AND TERMINATION

- These Terms will continue to apply to Licensor and remain in full force until terminated by either Licensor or Company. Without limiting any other provision of these terms of service, company reserve the right to, in its sole discretion and without notice or liability, deny access to and use of the site (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of service or of any applicable law or regulation.
- Company MAY, in its sole discretion, without prior intimation or warning, terminate Licensor's use or participation in the site or delete any content or INFORMATION THAT

LICENSOR POSTED AT ANY TIME. If Company terminate or suspend Licensor's account for any reason, Licensor are prohibited from registering and creating a new account under Licensor's name, a fake or borrowed name, or the name of any third party, even if Licensor may be acting on behalf of the third party. In addition to terminating or suspending Licensor's account, Company reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Dawa.AI is and will not be responsible for any loss or damage arising to Licensor from such termination of Licensor's use of the Site.

- Licensor may terminate these Terms of Service at any time, in which case Licensor may not continue accessing or using the Site and/ or the Services. To learn how to terminate Licensor's account with Company, please contact Company.
- If Licensor or Company terminate these Terms of Service, or if Company suspend Licensor's access to/ use of the Site, Licensor agree that Company shall have no liability or responsibility to Licensor, in any manner, whatsoever, and (except as expressly provided in these Terms of Service) Company will not refund any amounts that Licensor have already paid

13. MODIFICATIONS AND INTERRUPTIONS

- Company reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, Company have no obligation to update any information on our Site. Company also reserve the right to modify or discontinue all or part of the Site without notice at any time. Company will not be liable to Licensor or any third party for any modification, price change, suspension, or discontinuance of the Site.
- Company cannot guarantee the Site will be available at all times. Company may experience hardware, software or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. Company reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to Licensor. Licensor agree that Company have no liability, whatsoever, for any loss, damage, or inconvenience caused by Licensor's inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate Company to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

14. DISCLAIMER

- Company make no promises, representations, warranties, or guarantees that the Site and/ or the Services will operate as intended. The Site and/ or the Services may not function as intended due to certain errors or other interruptions. By using the Site and/ or the Services, Licensor understand and accept this risk and uncertainty.
- The site and the services are provided an as-is and as-available basis. Licensor agree that licensor's use of the site and our services will be at licensor's sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and licensor's use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content and materials; (b) personal injury or property damage, of any nature whatsoever, resulting from licensor's access to and use of the site and/ or the services; (c) any unauthorized access to or use of our secure servers and/ or any and all personal information and/

or financial information stored therein; (d) any interruption or cessation of transmission to or from the site; (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party; and/ or (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between licensor and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, licensor should use licensor's best judgment and exercise caution where appropriate.

15. LIMITATIONS OF LIABILITY

- In no event company or our directors, employees, officers, partners or agents be liable to licensor or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including loss of profit, loss of revenue, loss of data, goodwill, or other damages (including intangible damages) arising out of, relating to, or resulting from licensor's use or inability to use or access the site and/ or the services, even if we have been advised of the possibility of such damages.
- Notwithstanding anything to the contrary contained herein, our liability to licensor for any cause, whatsoever, and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by licensor to us or [Inr.].

16. INDEMNITY

- To the fullest extent permissible by law, Licensor agree to defend, indemnify, and hold Company harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, without limitation, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (A) use of the Site and/ or the Services; (B) breach of these Terms of Service; (C) any breach of Licensor's representations and warranties set forth in these Terms of Service; (D) Licensor's violation of the rights of a third party, including but not limited to intellectual property rights; and/ or (E) any overt harmful act toward any other user of the Site with whom Licensor connected via the Site. Notwithstanding the foregoing, Company reserve the right, at Licensor's expense, to assume the exclusive defence and control of any matter for which Licensor are required to indemnify Company, and Licensor agree to cooperate, at Licensor's expense, with our defence of such claims. Company will use reasonable efforts to notify Licensor of any such claim, action, or proceeding, which is subject to this indemnification upon becoming aware of it.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

- Visiting the Site, sending Company emails, and completing online forms constitute electronic communications. Licensor consent to receive electronic communications, and Licensor agree that all agreements, notices, disclosures, and other communications Company provide to Licensor electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. Licensor. hereby. agree to the use of electronic signatures, contracts, orders, and

other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site.

- Licensors, hereby, waive any rights or requirements under any statute, regulation, rule, ordinance, or other laws in any jurisdiction, which require an original signature or delivery or retention of nonelectronic records, or to payments or the granting of credits by any means other than electronic means.

18. CORRECTIONS

- There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. Company reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19. GOVERNING LAW AND JURISDICTION

- These Terms shall be governed by and defined following the laws of India. The Company and Licensors self irrevocably consent that the courts of Nagpur, Maharashtra, India shall have exclusive jurisdiction to resolve any dispute, which may arise in connection with these Terms.
- Any dispute or difference either in interpretation or otherwise, of these Terms and other policies on the Site, between Licensors and Dawa.AI/ Company, shall be resolved by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceeding shall be conducted in English language. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be Nagpur, Maharashtra India
- Without any prejudice to our rights set-out in these Terms, the Company shall have the right to seek and obtain any injunctive, provisional or interim relief from any court of competent jurisdiction to protect its Content and Marks or other intellectual property rights or confidential information or to preserve the status quo pending arbitration.

20. GENERAL

- **Entire Agreement:** These Terms of Service and any policies or operating rules posted by Company on the Site or in respect to the Site and/ or the Services constitute the entire agreement and understanding between Licensors and Company.
- **Waiver:** Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by applicable law.
- **Assignment:** Company may assign any or all of our rights and obligations to others at any time. Licensors will not assign these Terms, in whole or in part, nor transfer or sub-license Licensors's rights under these Terms, to any third party
- **Liability:** Company shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- **Severability:** If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

- **Relationship:** There is no joint venture, partnership, employment or agency relationship created between Licensor and Company as a result of these Terms of Service or use of the Site and/ or the Services.
- Licensor agree that these Terms of Service will not be construed against Company by virtue of having drafted them. Licensor, hereby, waive any and all defences Licensor may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto, to execute these Terms of Service.