

TERMS AND CONDITIONS OF SERVICE AND USE

1. GENERAL

- a. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable, and the amended provisions pertaining to electronic records in various statutes, as amended by the Information Technology Act, 2000.
- b. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of **Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011** that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Platform ‘Tallery Gallery’ ‘<https://tallery.gallery>’ / ‘www.tallerygallery.in’/ ‘tallerygallery.com’/ ‘tallerygallery.org’ (hereinafter referred to as the “**Platform**”) which is owned and operated by Maniar Technologies, Inc. (hereinafter referred to as the “**Company**”), having office at 344/1301, Kalpataru Srishti Complex, Phase 2, Sector 2, Mira Road East, Thane, 401107, MH - India; where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.
- c. For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,
 - i. The term ‘**You**’ & ‘**User**’, shall mean any legal person or entity accessing or using the services provided on this Platform, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872.
 - ii. The terms ‘**we**’, ‘**us**’, ‘**our**’ shall mean the Platform and/or the Company, as the context so requires.
 - iii. The term ‘**Services**’ shall mean the SaaS platform that is run by the Company under the name ‘Tallery Gallery’ that is for bloggers, web-designers, publishers, visualisers, branding agencies, managers and presentation creators and whoever needs images for their professional requirements.
 - iv. The terms ‘**Party**’ and ‘**Parties**’ shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
- d. The headings of each section in these Terms are only for the purpose of organizing the

various provisions under these Terms in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

- e. The use of this Platform by the User is solely governed by these Terms as well as the Privacy Policy, and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. If You continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Policy are co-terminus in nature, and that expiry/termination of either one will lead to the termination of the other.
- f. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting the any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.
- g. The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the Platform following such a change, the User will be deemed to have consented to any and all amendments/modifications made to the Terms. In so far as the User complies with these Terms, it is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Platform and the Services. If the User does not adhere to the changes, You must stop using the Services at once. Your continuous use of the Services will signify your acceptance of the changed terms.

2. REGISTRATION

Unregistered users shall be able to visit the Platform. The Platform comes with a feature called public gallery (or public gallery view) that allows any user to access and download image galleries without creating an account with Tallery Gallery.

However, to fully avail the Services of the Platform and use of it, a one-time registration is required to create a profile or by signing in through the Social Media accounts of the User (Social media login feature should be ready in a couple of months). You may access the Services by signing in as User by providing the following information:

- User account details such as full name, authentication credentials such as email and password
- Contact details such as company name, phone number, address and country

This information is used to provide Users with important services and information that may be customised to their demographic, interests and desired experience.

Registration for this Platform is available only to those above the age of 18 years, barring those “Incompetent to Contract” which *inter alia* include insolvents. If you are a minor and wish to use the Platform as a User, You may do so through your legal guardian and the Company reserves the right to terminate your account on knowledge of you being a minor and having registered on the Platform or availing any of its Services.

Further, at any time during Your use of this Platform, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your User username and password, and any activity under the account shall be deemed to have been done by You. In the case that you provide us with false and/or inaccurate details or we have reason to believe you have done so, we hold the right to permanently suspend your account. You agree that you will not disclose your password to any third party, and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account.

3. SERVICE OVERVIEW

The Platform is a SaaS platform for bloggers, web-designers, publishers, visualizers, branding agencies, marketers and managers who needs images daily for their project and branding requirements, It is an ecosystem the gives them thousands of royalty free vector images

(Cliparts, Shapes, Icons) and set of a tools to design, manage and ubiquitously access them. These tools are available as Web-apps, Desktop-apps, Office and WordPress Plugins, and through API. Tallery Gallery come with many features including but not limited to:

- Image Asset Management
 - Create, update and organize Projects and Galleries
 - Upload, search and organize image assets
 - Edit image assets properties such as names, descriptions, meta data
 - Manage tags and image licenses
 - Download image assets in different sizes
- 10,000+ Scalable Vectors Images
 - Non-restrictive free license
 - Subscribers can use images in any of their project multiple times until the subscription is active.
 - After subscription is expired, they can keep images in existing projects but cannot include those images in new project
 - They cannot claim the ownership of the images.
 - They need not include
- 50+ Categories
- Image Designer (Under development)
 - Create, edit and manage custom designs
 - Share, collaborate and discuss designs with team members
 - Export and download designs into various formats and sizes.
 - Print design
- Team Collaboration
 - Add, edit and remove team member and manage their access permissions
 - Share, collaborate and discuss projects, galleries and image assets with your team
 - Share your galleries with public (Non Tallery Gallery Holders) using Galleries Views feature
- Seamless Integration (Some of the integrations are under development)
 - Access your images on following platforms with the help of Plugins and Addons
 - Wordpress
 - MS Office

- Google app
 - Manage image assets using mobile apps on following platforms
 - Android
 - IOS
 - Integrate Tallery Gallery in your app, using APIs
- Account and Membership
 - Can manage profile and account information like (Name, Account Name, Account subdomain)
 - Change Password
 - User can change monthly or annually plan and cancel the subscription
 - User can Invite a new member and edit the permission (User and admin)
 - Can view and edit billing details
 - Can view and download Invoice details

It is to be noted that the above list is only an indicative list of the scope of Services provided by the Company through Tallery Gallery. The Company reserves its right, at any time, to add to the above scope, remove or modify the scope of Services as per its discretion.

4. ELIGIBILITY

The User represents and warrants that they are competent and eligible to enter into legally binding agreements and that they have the requisite authority to bind themselves to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use the Platform if they are not competent to contract under the Indian Contract Act, 1872, or are disqualified from doing so by any other applicable law, rule or regulation currently in force.

5. CONTENT

All the graphics, designs, images and artwork (collectively, 'Content'), is generated/provided by the Platform or by third-party Users. All the Content displayed on the Platform is subject to copyright and shall not be reused by any party (or third party) without the prior written consent of the Company.

The Platform and the respective content owners, wherever applicable, are solely responsible for the integrity, authenticity, quality and genuineness of the content provided on the Platform, and whilst feedback and comments by Users shall be made via the Platform, the Platform bears no

liability whatsoever for any feedback or comments made by the Users or made in respect of any of the content that has been displayed or made available for viewing, use and/or purchase on the platform by third-parties.

The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Platform, subject to the Subscription Terms. Users shall not copy, adapt, and modify any content without written permission of the Company.

6. TERM

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until the User continues to access and use the Platform.

7. TERMINATION

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Services, or any portion thereof, at any time, with cause and notice. The Platform also reserves the universal right to deny access to particular Users, to any/all of its Services without any prior notice/explanation in order to protect the interests of the Platform and/or other visitors to the Platform if the User(s) have violated these Terms of Service or the Privacy Policy or Subscription Terms. The Platform reserves the right to limit, deny or create different access to the Platform and its features with respect to different Users, or to change any of the features or introduce new features without prior notice. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

8. CHARGES

Registration Charges

Registration on this Platform is free for Users and this includes accessing the Platform and availing of a free account that offers Services with limited access. Users can also opt for premium services by purchasing a monthly or an annual paid subscription, in accordance with the Subscription Terms. The Company reserves the right to amend the charges for the services rendered. In case that happens, Users will be intimated of the same, and it will be up to you to decide whether or not you will continue with services offered by us. Such changes are effective as soon as they are posted on the Platform.

Payment Methods

The Users acknowledge that the primary mode of payment is through the third-party payment gateway, Stripe, Inc. and all payments that are made shall be through the aforesaid gateway in order to be considered as valid payments.

The Users are solely responsible for the genuineness of credentials and payment information provided on the Platform and the Platform shall not be liable for any consequences, direct or indirect, resulting from the provision of incorrect or untrue credentials or payment information by any Users.

Further, the Platform does not bear any liability for any activities, breaches, discrepancies or technical problems experienced by the Users whilst using the third-party payment gateway to make payments. The relationship between the Users and third-party payment gateway shall be governed by the Terms of Use and Privacy Policy of the said payment gateway, and the Platform shall not be associated with any dispute arising therefrom.

9. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT

The User agrees and acknowledges that they are a restricted User of this Platform, and that they:

- a. Agree to provide genuine credentials during the process of registration on the Platform. You shall not use a fictitious identity to register. We are not liable if the User has provided incorrect information.
- b. Agree to ensure the email address, address and mobile number provided during account registration are valid at all times and shall keep your information accurate and up-to-date. The User can update their details anytime.
- c. Agree that they are solely responsible for maintaining the confidentiality of your account password. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
- d. Authorize the Platform to use, store or otherwise process certain personal information and all published Content and User comments and reviews and ratings for marketing and promotional purposes, and for optimisation of User-related options and services..
- e. Understand and agree that, to the fullest extent permissible by law, the Platform/Company and their successors and assigns, or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational

service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from use of the Platform or from this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.

- f. Are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission of the Company.
- g. Agree not to access (or attempt to access) the Platform and/or the materials or services by any means other than through the interface provided by the Platform.
- h. The User may report any offensive or objectionable content, which the Company may then remove from the Platform, at its sole discretion.
- i. The Platform permits the User to post, or upload data/information as User comments, feedback or reviews, and the User undertakes to ensure that such material is not offensive or objectionable, and is in accordance with applicable laws. The User expressly agrees that any such material that is deemed to be objectionable/offensive may be removed from the Platform immediately and without notice, and further that the User's access to the Platform may also be permanently revoked, at the sole discretion of the Company.

The User further undertakes not to:

- a. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
- b. Engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);
- c. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- d. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever under any law, rule or regulation currently in force; or unlawfully threatening

- or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- e. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform;
 - f. Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. The User may not reverse look-up, trace or seek to trace any information relating to any other User of, or visitor to, the Platform, or any other viewer of the Platform, including any User account maintained on the Platform not operated/managed by the User, or exploit the Platform or information made available or offered by or through the Platform, in any manner;
 - g. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked platforms;
 - h. Use the Platform or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other third party (ies);
 - i. Violate any code of conduct or guideline which may be applicable for or to any particular service offered on the Platform;
 - j. Violate any applicable laws, rules or regulations currently in force within or outside India;
 - k. Violate any portion of these Terms or the Policy, including but not limited to any applicable additional terms of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
 - l. Threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public Order, or cause incitement to the commission of any cognizable offence, or prevent the investigation of any offence, or insult any other nation.
 - m. Publish, post, or disseminate information that is false, inaccurate or misleading;
 - n. Directly or indirectly offer, attempt to offer, trade, or attempt to trade, any item the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

- o. Commit any act that causes the Company to lose (in whole or in part) the services of its Internet Establishment ("**ISP**") or in any manner disrupts the services of any other supplier/service provider of the Company/Platform;
- p. Engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services not currently displayed on the Platform. The User may not transmit any chain letters or unsolicited commercial or junk email/messages to other Users via the Platform. It shall be a violation of these Terms to use any information obtained from the Platform to harass, abuse, or harm another person, or to contact, advertise to, solicit, or sell to another User of the Platform without the express prior written consent of the Company.

The User hereby expressly authorizes the Company/Platform to disclose any and all information relating to the User in the possession of the Company/Platform to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. The User further understands that the Company/Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

10. SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available to it, the Company may in its sole discretion limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Platform, and/or refuse to usage of the Platform to the User, without being required to provide the User with notice or cause:

- a. If the User is in breach any of these Terms or the Policy or Subscription Terms;
- b. If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c. If the User's actions may cause any harm, damage or loss to the other Users or to the Company, at the sole discretion of the Company.

11. INDEMNITY

You (the User) agree to indemnify, defend and hold harmless the Company/Platform, its independent service providers and consultants, and their respective directors, officers, employees and agents (collectively, "Parties"), from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these terms of use. Further, you agree to hold us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- a. Your use of the Services,
- b. Any information or Content you provide;
- c. Your violation of these Terms and Conditions;
- d. Your violation of any rights of another;
- e. Your alleged improper conduct pursuant to these Services;
- f. Your conduct in connection with the Platform;
- g. Your internal disputes amongst other Users

You agree to fully cooperate in indemnifying us at your expense. You also agree not to reach a settlement with any party without our consent.

In no event shall the Company/Platform be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company/ Platform had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with the User's use of or access to the Platform and/or the services or materials contained therein.

12. LIMITATION OF LIABILITY

- a. The Founders/ Promoters/ Associated people of the Platform are not responsible for any consequences arising out of the following events:

- i. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - ii. if the User has fed incorrect information or data or for any deletion of data;
 - iii. if there is undue delay or inability to communicate through email;
 - iv. If there is a failure in the functioning of any other service provided by the Platform.
- b. The Platform accepts no liability for any errors or omissions, whether on behalf of itself or third parties, or for any damage caused to the User, the User's belongings, or to any third party, resulting from the use or misuse of the Platform or any service availed of by the User through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Platform will not be liable to you for the unavailability or failure of the Platform.
- c. Users may be held legally responsible for damages suffered by other Users, the Platform or any third party as a result of legally actionable or defamatory comments, remarks, or other information or content posted to the Platform.
- d. Users are to comply with all laws applicable to them or to their activities, and with all Policies, which are hereby incorporated into this Agreement by reference.
- e. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these terms.
- f. To the fullest extent permitted by law, the Platform shall not be liable to you or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

13. DISCLAIMER

The Services are for general professional purposes for bloggers, web-designers, publishers, visualisers, branding agencies, marketers and managers who require images, and are not intended to be of an authoritative nature for any of the Users. While certain Content available on the Platform is the property of the Company and the Company endeavours to keep the said Content

updated, genuine and accurate, the Company shall not make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Content or graphics contained on the Platform that have been uploaded or made available by third-party Users or owners. Any reliance you place on such Content is therefore strictly at your own risk. While the Company has endeavoured to only display high-quality images and Content on the Platform, the Company is not responsible for any deficiency, discrepancy, disrepair, defect or other problem with any of the third-party owned images that may be displayed on the Platform.

The use of the platform is the sole responsibility of the User (or legally authorised person on behalf of the User), and the and in case of any negligence on the part of the User in acting on the same shall not be construed as imposing any liability, direct or indirect, on the Company/Platform.

The final decision regarding which images and Services to avail of from the Platform shall be at the sole discretion of the User. In no event will the Company be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Platform. Through this Platform you may be able to link to other Platforms through advertisements which are not under the control of the Company. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the Platform up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the Platform being temporarily unavailable due to technical issues beyond our control.

14. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Platform's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, images after being sent in by the Users and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and

graphics created by and developed by the Platform and other distinctive brand features of the Platform are the property of the Company or the respective copyright or trade mark owner. Furthermore, with respect to the Platform created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

The User may not use any of the intellectual property displayed on the Platform in any manner that is likely to cause confusion among existing or prospective Users of the Platform, or that in any manner disparages or discredits the Company/Platform, to be determined in the sole discretion of the Company.

The User is further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the User will result in legal action being initiated against the User by the respective owners of the intellectual property so reproduced/infringed upon. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

15. DISCLAIMER OF WARRANTIES AND LIABILITIES

- a. The User agrees and undertakes that they are accessing the Platform and transacting at their sole risk and are that they are using their best and prudent judgment before availing any service listed on the Platform, or accessing/using any information displayed thereon.
- b. The User agrees that any kind of information, resources, activities, recommendations obtained/availed from Platform, written or oral, will not create any warranty and the Platform disclaims all liabilities resulting from these. You are solely responsible for your communication/interaction with other Users on the Platform and the Platform doesn't make any warranty about the conduct of Users on the Platform.
- c. The Company/Platform does not guarantee that the functions and services contained in the Platform will be uninterrupted or error-free, or that the Platform or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Platform.
- d. The Platform is and shall avail services from third parties to serve You better and these services will be provided on "as is" basis and the Platform disclaims

any liabilities resulting from these third party services. The Platform will not be responsible for any internet delays and damages caused by such problems.

- e. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

16. FORCE MAJEURE

Neither the Company nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

17. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

- a. **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below;
- b. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Mumbai.
- c. The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India.

18. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User by calling customer support at support@tallery.gallery.

19. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** These Terms, read with the Policy, form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- d. **Contact Us:** If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at support@tallery.gallery.