

## **Terms of Use by Orion Legal Supplies**

These Terms of Use (“Terms”) govern your use of our website located at <https://www.orionlegalsupplies.in/> (hereinafter referred as, the “Website”) made available by Orion Legal Supplies, a proprietary firm operating in India (“We”, “Us”, “OLS” or “Our”). The terms “you” and “your” refer to the user of the Website.

THESE TERMS ARE TO BE READ WITH THE OUR PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.

OUR SERVICES (AS WE HAVE DESCRIBED BELOW IN DETAIL) AND THESE TERMS ARE COMPLIANT WITH THE INDIAN PENAL CODE, 1860, AND INFORMATION TECHNOLOGY ACT, 2000, INCLUDING ALL AMENDMENTS MADE TO IT AND RULES FRAMED UNDER IT. WHEN YOU CREATE AN ACCOUNT ON OUR WEBSITE OR USE OUR WEBSITE OR ANY OF OUR SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS. HOWEVER, PLEASE NOTE THAT WE DO NOT REPRESENT THAT WE ARE COMPLIANT WITH LAWS OF ANY COUNTRY APART FROM THE REPUBLIC OF INDIA. IF YOU WISH TO USE OUR SERVICES, PLEASE ENSURE THAT YOU ARE PERMITTED TO DO SO, IN YOUR JURISDICTION.

YOU AND WE ARE REQUIRED TO FOLLOW CERTAIN RULES WHILE YOU USE OUR WEBSITE. WE HAVE LISTED THESE RULES IN THESE TERMS. PLEASE READ THESE TERMS AND ALL OTHER HYPERLINKS MENTIONED HERE CAREFULLY. DO REMEMBER THAT BY USING OUR WEBSITE, YOU AGREE TO THESE TERMS. ALSO, IF YOU ARE USING THESE SERVICES OUTSIDE INDIA, PLEASE COMPLY WITH YOUR LOCAL LAWS.

### **1. Eligibility Criteria:**

- 1.1. If you are below 18 years of age, you are prohibited to use/purchase/contract from or with this website. Persons who are incompetent to contract within the meaning of the Indian Contract Act, 1872 are not eligible to use this website.
- 1.2. Those who choose to access this website from outside India are responsible for compliance with local laws and if to the extent local laws are applicable. In case if any Indian states prohibit direct sale of merchandise from other states and require special documentation to effect such a sale without dual taxation, if we receive an order from such states or to be delivered to such states under such circumstances we retain the right to accept or reject the order..

### **2. Changes to Terms and Services**

- 2.1. Our website is dynamic and may change rapidly. As such, we may change the services we provide at our discretion. We may temporarily, or permanently, stop providing Services or any features to you generally.
- 2.2. We may remove or add functionalities to our Platform and Services without any notice. However, if we make a change where your consent is required, we will make sure to ask for it. Please be sure to keep visiting this page from time to time to stay updated on our latest changes and developments.
- 2.3. Visit this page to see any changes that we may make and services that we may add or modify, from time to time.

### **3. Who may use Our Services**

- 3.1. Our website helps you to understand about compliance related products with exceptional service quality from Us (“Service/Services”).
- 3.2. You may use our Services/Purchase products only if you are capable of forming a binding agreement with us and are legally permitted to use our Services. If you are accepting these Terms on behalf of a company or any legal persons, then you represent and warrant that you have the authority to bind such entity to these Terms and effectively “you” and “your” shall refer to the company.
- 3.3. Please ensure that you are allowed to use our services under the law.



#### **4. How to use Our Subscription**

4.1. The customer can subscribe to the services by choosing a subscription plan and making payment of subscription fees to the account of Orion Legal Supplies. The subscription will be valid for a period based on the chosen subscription plan ('the Subscription Period). A natural person or a corporate entity who is competent under law to enter into a contract can subscribe to the services.

#### **5. How to Renew the Subscription**

5.1. The Subscription period shall not automatically renew. Your subscription will terminate on the expiry of Subscription period. Upon expiration of the Subscription period, the customer shall renew the subscription by payment of the subscription fee for a chosen subscription plan to the account of Orion Legal Supplies. The services will need to be renewed as per the latest pricing plans available on the website of Orion Legal Supplies.

#### **6. Account Ownership**

6.1. You must provide your full legal name, a valid email address, and any other required information accurately to complete the sign-up process. You are responsible for ensuring that the email id is valid and is secure. If the subscription is availed in the name of a corporate legal entity, the nature of such entity, (Company, LLP, co-operative society etc.) shall be expressly mentioned and payment shall be made from the bank account in the name of the entity.

#### **7. Fraudulent Transactions**

7.1. We reserve the right to recover the cost of goods, collection charges, damages caused to us and legal expenses from persons using the site fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the website and any other unlawful acts or acts or omissions in breach of these terms and conditions.

#### **8. Disclaimer**

8.1. All products and the information displayed on the website constitute an invitation to offer. Your order for purchase constitutes your offer which shall be subject to the terms and conditions as listed herein. We reserve the right to accept or reject your offer in part or in full. Our acceptance of your order will take place upon the dispatch of the product(s) ordered. Dispatch of product(s) ordered, may or may not happen at the same time. In such a scenario, that portion of the order which has been dispatched will be deemed to have been accepted by us and the balance would continue to be an offer to us and we reserve the right to either accept or reject the balance offer.

8.2. No act or omission of OLS prior to the actual dispatch of the product(s) ordered will constitute acceptance of your offer. If you have provided us with your email address, we will notify you by email as soon as possible to confirm receipt of your order and confirm dispatch and therefore, acceptance of the order thereafter.

8.3. We have made every effort to display the colors and sizes of our products that appear on our website as accurately as possible. However, as the actual colors you see will depend on your monitor. We cannot guarantee that your monitor's display of any color will accurately reflect the color of the product on delivery. Packaging of the product may vary from that displayed on the website..

#### **9. Privacy Policy**

9.1. To effectively provide and introduce any new Services to you, we collect certain information such as your phone number and your name from you. We may further request and store additional information. Such information is stored on cloud servers that may be availed by Orion Legal Supplies from time to time, thereby also subject to the terms of the such cloud servers hosting company's privacy policy. Our Privacy Policy explains how we collect, use, share and store the information collected. Our Privacy Policy also details your rights under law and how you may control the data you provide us.

9.2. You provide us with some information about yourself so that we can serve you better. We have described how we store and use this information in our Privacy Policy.

#### **10. Your Commitments**



10.1. Providing a safe Service for a broad audience requires that we all do our part. In return for our commitment to provide our Services, we require you to make some commitments to us. Your commitments to us are:

**1. No Impersonation or False Information to be Provided**

You are required to use your actual name on our website, you are required to input your correct phone number and gender to use our Services. You will not falsely represent yourself as another person or representative of another person to use our Services. You will not lie about your details, including your age, for any reason.

**2. Device Security**

We have implemented measures to ensure that our website is secure. However, there is no guarantee that our Platform is immune to virus attacks. You will ensure that you have requisite anti-malware and antivirus software on your mobile device and computer to ensure its safety. You will not allow any person to use your phone number, and not allow multiple accounts to be linked to your phone number. You will be responsible for all content posted by any account linked to your phone number.

While we do everything we can to secure your use of our Services, keep in mind that we cannot contemplate all forms of attack on our Platform. You should, as a matter of practice, ensure that your mobile device and computer are not used wrongly or tampered with in any way.

**3. Platform Not to be Used For Anything Unlawful or Illegal**

You shall not, use our Platform to in nature, or violates any laws of the Republic of India, or is barred from being shared by any laws of the Republic of India. We reserve the right to remove your from accessing our platform.

In addition to the above, please note that we may share your information with appropriate law enforcement authorities if we have good-faith belief that it is reasonably necessary to share your personal data or information in order to comply with any legal obligation; or to protect the rights or prevent any harm to our property or safety, our customers, or public; or to detect, prevent or otherwise address public safety, fraud, security or technical issues. You understand however, that we cannot be held responsible for any actions done by or to you by a third party or user by way of using our Platform.

**11. Limitation of Liability**

11.1. In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under eSignKart, even if such party has been advised of the possibility of such damages. In no event will neither party's liability on any claim, loss or liability arising out of our product shall exceed the amounts paid to the Orion Legal Supplies during the period immediately preceding the event giving rise to such claim or action by the client.

**12. You Will Not Attempt to Disrupt or Jeopardize our website**

12.1. You agree to not interfere with, or use non-public areas of our website, Services, and our technical delivery system. You will not introduce any trojans, viruses, any other malicious software, any bots or scrape our website for any user information. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. If you tamper or attempt to tamper with our technological design and architecture, we may terminate your user profile. We may further report such actions to the appropriate law enforcement authorities and proceed against you with legal actions.

12.2. You will not hack into or introduce malicious software of any kind onto our website. If you commit such actions, we may remove you from the platform and even have to report your actions to the police.



- 12.3. You are prohibited from violating or attempting to violate the security of this website, including, without limitation:
- a) Accessing data not intended for you or logging onto a server or an account which you are not authorized to access.
  - b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
  - c) Attempting to interfere with service to any other user, host or network, including, without limitation via means of submitting a virus to the site, overloading, flooding, spamming, mail-bombing or crashing.
  - d) Sending unsolicited email, including promotions and or advertising of products or services;
  - e) Forging any TCP / IP packet header or any part of the header information in any email or newsgroup, posting violations of system or network security may result in civil or criminal liability. Titan will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search this site other than the search engine and search agents available on this site and other than generally available third party web browsers (e.g. Microsoft Explorer, Google Chrome, Mozilla Firefox).

### **13. Permissions you give to us**

13.1. You accept these Terms and give us certain permissions so that we can serve you better. Permissions you have granted us are:

#### **1. Automatic Downloads and Updates**

We are constantly updating our Platform and Services offered. To use our Platform, you may need to download the eSignKart mobile application to your mobile device and update it from time to time.

Applications and software are constantly updated for your use and you will need to install the latest version of the eSignKart mobile application to your mobile device each time such update is generated.

#### **2. Permission to Use Cookies**

We may use cookies, pixel tags, web beacons, mobile device IDs, flash cookies and similar files or technologies to collect and store information with respect to your use of the Services and third-party websites. Please see the eSignKart Cookie Policy for more information regarding the use of cookies and other technologies described in this section, including regarding your choices relating to such technologies.

All websites use cookies and store them on your web browser so that usage information can be stored and logged in your browser.

#### **3. Data Retention**

We shall have the right to retain certain information regarding your usage of the Platform. Please view the Privacy Policy for further information relating to the collection, storage and use of your information by us.

You grant us the right to store and retain information relating to you and provided by you. Please see the Privacy Policy for further information.

### **14. Our Agreement and what happens if we Disagree**

#### **1. Who Has Rights Under These Terms**

The rights and obligations under these terms are granted only to you and shall not be assigned to any third party without our consent. However, we are permitted to assign our rights and obligations under



these Terms to others. This can happen when, for example, we enter into a merger with another company and create a new company.

## **2. How We Will Handle Disputes**

In all cases, you agree that disputes will be subject to the laws of the Republic of India and the courts of Mumbai shall have exclusive jurisdiction over all such disputes.

## **3. Grievance Officer**

We have a Grievance Officer to address your concerns regarding data safety, privacy, and Platform usage concerns. We will resolve the issues raised by you within 30 (thirty) days from receiving them. You may contact the Grievance Officer at the following Email:

Email: [contact@orionlegalsupplies.in](mailto:contact@orionlegalsupplies.in)

We have created a method for you to get in touch with us and for us to address your concerns.

## **15. Indemnification**

- 15.1. You agree to indemnify, defend and hold harmless us, and our group entities, affiliates and agents and their respective officers, directors, owners, proprietors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of:
- (i) your access to or use of the Website and Services;
  - (ii) any breach by you of your obligations under this Agreement;
  - (iii) your violation of the rights of any third party, including any infringement of intellectual property, or of any privacy or consumer protection right;
  - (iv) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation;
  - (v) your negligence or willful misconduct.

This obligation will survive the termination of our Terms.

## **16. Unsolicited Material**

- 16.1. We always appreciate feedback or other suggestions. We may use the same without any restrictions or obligation to compensate you for them and are under no obligation to keep them confidential.

## **17. General**

- 17.1. If any aspect of these Terms is unenforceable, the rest will remain in effect.
- 17.2. Any amendment or waiver to our Terms must be in writing and signed by us.
- 17.3. If we fail to enforce any aspect of these Terms, including reporting any illegal or impermissible actions to appropriate law enforcement authorities or blocking or suspending your profile, such failure to enforce our rights will not be a waiver by us.
- 17.4. We reserve all rights not expressly granted to you.