

Terms of User Agreement - VendorFrog

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1. Definitions

- a) "Admin" means an authorized person, who has been designated as Administrator by the **VendorFrog's** management team;
- b) "Content" means all information, data, text, sound, pictures, graphics, video, messages, advertisements, or other materials posted on **VendorFrog**;

c) "Customer" or "Client" are the terms used across to represent any person who posts a requirement on **VendorFrog.com**;

d) "Premium Features/Services" refers to any paid service(s);

e) "Profile" or "User Profile" refers to your information that may appear to the other party, i.e. for a customer or vendor respectively;

f) "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information;

g) "Registered User" or "User" means either a Vendor or a Customer, registered at **VendorFrog**;

h) "Registration data" refers to the information provided in the registration form and any other information entered later in your account;

i) "Requirements" means the description of goods / services required at Customer's end, to which a Vendor can respond;

j) "Sensitive Information" or personal data of a person means such personal information which consists of information relating to password, financial information, etc as defined under Information Technology Rules;

k) "Site", "Website" refers to the website **www.VendorFrog.com**;

l) "Terms" and "User Agreement" refers to the Terms of User Agreement contained herein below;

m) "User", "you" and "your" refer to the Customer or the Vendor who uses the **VendorFrog** services at **VendorFrog.com**;

n) "Vendor" or "Provider" means a person mainly a service / goods provider registered and who can view the requirements posted by a Customer and/or can respond to that requirement on **VendorFrog.com**;

o) "**VendorFrog**" refers to **VendorFrog.com**, which is an Intermediary under the Information Technology Act and Rules there under;

p) "We", "us" and "our" refer to the **VendorFrog** and its management;

Other terms would have meaning as defined under Information Technology Act, 2000 and rules made thereunder or otherwise as per the dictionary meaning.

2. Agreement

In order to make proper use of the **VendorFrog.com**, you must be a registered member of the Site. You agree that, by the actual use of the **VendorFrog.com** services at any point by completing the account registration process and clicking the "Submit" button, you will be bound by the following User Agreement. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Further:

a) **VendorFrog.com** services owned and operated by **Vendor Frog**, Mumbai, India is provided to you under the terms and conditions of this User Agreement and any other operating rules or policies that may be published by us on the website from time to time.

b) All the terms set here are presented in English language and it is the sole responsibility of user to understand these terms accurately in the language he understands. You must read, understand and agree with and accept all of the terms and conditions contained in these Terms, which include those terms and conditions expressly set out below and those incorporated by reference, before you use services or register at this website.

c) We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a registered user at this site.

d) We reserve the right to modify the User Agreement at anytime by posting a new agreement on our site without prior notice or intimation to you,.You should always review them prior to using the Site. In case, any modification to the agreement is unacceptable to you, your only recourse will be to terminate this agreement. In case you continue to access any of our services after that time you will be deemed to have accepted any change.

3. Services

VendorFrog is a B2B technology marketplace, which provides common platform, where companies looking for IT solutions and products can post their requirement and also set selection criteria for what type of vendors can respond back. IT vendors can send proposals. The customer can then compare the proposals and shortlist the vendor for further discussion. To maintain the privacy, all through the process, customers name and contact details are not disclosed to the vendor, unless until the customer chooses to do so.

VendorFrog is not involved in the actual transaction between the serving Vendors and the Customers. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place through our website. Kindly read disclaimer for further information.

Following are some of the specific terms for the Customers and the Vendors, though further terms are equally applicable to both and need to be strictly complied with.

For Consumers:

A. The requirements posted by you are subject to review by **VendorFrog** Admin, on various grounds including clarity, completeness, accuracy, feasibility, genuineness, etc. If found

to be inappropriate for any reason, the same may not be approved and the decision of the **VendorFrog** admin will be final in this regard.

B. You undertake that you have necessary authority to post any such information, or content. You shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display.

C. You need to be careful about the information you post, otherwise **VendorFrog** system would only display your Username, Project Description and Location by default.

D. You are not expected to post your contact details including phone / email in the requirement description. **VendorFrog** is not responsible to protect your contact details, if you revealed it while posting the requirement. But you permit us to send your contact details to the vendor upon you selecting the "Get Call" button. Otherwise, **VendorFrog** doesn't share your contact details (name, phone number, email address, etc) with any vendor without your permission.

E. Once a requirement is posted, **VendorFrog** does not guarantee you will get any response(s) from the vendor. It depends upon Vendor's personal choice and various other factors, whether you may or may not get any response(s).

For Vendors:

F. You are assumed to have proper legal authority to act on behalf of the Vendor Company, **VendorFrog** can perform it's own verification procedures as per the internal policies.

G. You are expected to maintain confidentiality for the information posted by the Customers. You cannot share customer project details with any other party.

H. You permit **VendorFrog** to share your contact information with Customers without your permission.

I. You would be charged for posting responses to any requirements posted by a customer as provided under 'Pricing & Refund' clause, for which a prepaid balance needs to be maintained.

J. You get initial free credits for posting of a response but further credits need to be maintained, which would reflect only after payment has been credited at our end.

K. You need to specifically provide information as to the upfront amount to the charged along with the project details.

L. The response posted by you is subject to review by **VendorFrog** admin from time to time. If your response is found to be unfit for posting/ publishing to users, it will not be posted/ published or can also be removed later before the same is accepted by the Customer. The decision to decide if your response is "unfit" will be sole decided by **VendorFrog** Admin.

M. It will be vendor's responsibility to make sure they fulfil all the selection criteria if any, mentioned by the customer in their requirements before responding, because the credits/prepaid balance is not refundable in any circumstances.

N. **VendorFrog** does not take any responsibility to find a project for you.

O. You are responsible to provide complete and true information to Customer pertaining to requirement posted. It will be your responsibility to make sure the response you post is clear, complete and error free.

P. **VendorFrog** is not responsible to protect your contact details, if you revealed it while submitting the proposal.

Q. We do not guarantee you to get a project. It will be decision of client to select you or award you any project. We only provide a platform to collaborate.

Further you are required to strictly follow the code of conduct as provided under clause 9 in terms of Information Technology Law and otherwise also with the said Terms of User Agreement in its true spirit. In case of any dispute, concern, issue, clarity, the decision of **VendorFrog** management will be final and binding.

4. Service Level Agreement

During the applicability of this Terms of User Agreement, the **VendorFrog** Services will be operational and available to you as a customer at least 99.5% of the time in any calendar year in normal circumstances. And in case of any downtime or website access issues, you should email **VendorFrog** Team at support@vendorfrog.com. Further, though we try best to provide the best possible uptime but in case of extreme circumstances, downtime beyond this SLA may happen, which may or may not be in control. But for any such downtime, you agree that **VendorFrog** cannot be held responsible for any loss.

5. Pricing & Refund Policy

a) Posting of requirements by a customer are free but there is a charge for posting a response/proposal by a Vendor to any requirement. Initial FREE credit would be available to the Vendor for a limited period, which can be utilized accordingly.

b) Vendor is solely responsible to deposit prepaid money into the **VendorFrog** account in timely manner, whose details are provided at appropriate places over the website.

c) All premium services would be chargeable as indicated upon the website at appropriate places. Though it is not guaranteed that any services would remain free or vice versa at all times.

d) The payment is accepted by cheque deposit in our Bank Account or through the secured Payment Gateway. The same would be reflected in your account as Credits but only after payment has been credited at our end in case of Bank Deposits and immediately in case of payment made through Payment Gateway.

Refunds:

The prepaid amount or any amount deducted from the available credit will not be subject to refund or be refunded under any circumstances. In case, you have any payment related issues, the same can be brought to the notice of the **VendorFrog** support team but the decision as to refund by the **VendorFrog** management will be final and binding.

6. Retention & Backup Policy

The logs and user data would be retained as a backup in **VendorFrog** server for atleast 3 (three) years from the date of its creation. And otherwise also, we may retain such information in our systems but for a limited period, which may help not only in complying with the laws of the land but also to make sure that we maintain enough backup of user accounts, which may either be required to be restored to the server in unforeseen circumstances or to make available the information to the enforcement agencies, in case of any specific requests received in accordance with the law of the land.

In case of any technical difficulty in the system, we will have backup available with us to restore the Data to the main Server. But in case of exceptional circumstances, it cannot be assured that we will always have at all times backup available with us. Further, you as a **VendorFrog** user agree that in no case, **VendorFrog** can be held responsible for loss of data in any circumstances.

B. User's Account

7. User Eligibility

a) To be able to use any services offered by **VendorFrog**, you need to be of competent to Contract in terms of Indian Contract Act, 1872. If you are a minor, i.e. below 18 years of age in India or below the majority age as per the laws of your country, you can use the services only for information and/or knowledge purposes and NO premium services would be made available to you. **VendorFrog** reserves the right to ask for proof in support of age or even terminate your membership, if it is brought to our notice that account was created by providing false age.

b) You confirm that any court, tribunal or any adept authority does not prohibit or impose any kind of restriction/conditions/order to enter this agreement or online services of nature and function similar to ours.

c) Further, you confirm that your are not violating any applicable law by entering this agreement. We reserve the right to terminate your services and refuse to provide access to the Site in case of any such violation.

8. Account Obligations

You agree:

a) That you will provide true, accurate, current and complete information about yourself at **VendorFrog.com** and regularly maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

b) You are responsible for maintaining the confidentiality of the issued Username and Password at **VendorFrog** and for restricting access to the account, and further agree to accept responsibility for all activities that occur due to your use or under your account or password.

c) That you will use the **VendorFrog** services only for the purpose that are permitted by the aforesaid Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.

d) That your **VendorFrog** account and the activity under it are subject to review from time to time by the **VendorFrog**. On the basis of the **VendorFrog** admin's report, your account may be blocked or may become subject of deletion if found to be transmitting objectionable, obscene or offensive material or links to the same or otherwise found to be indulging in violation of the Code of Conduct, without any prior notice to you.

e) That we reserve the right to reject any information/data posted over **VendorFrog.com** without assigning any reason and make all such modifications/editing to the information submitted in order to fit into the database.

f) That we at our sole discretion and at any time, may set limitations on the number of transmission you may send or receive through the Services or on the amount of storage space that can be used for the provision of this Service and as a result some features may be blocked or information deleted.

g) That if your **VendorFrog** account is blocked in any circumstances including as provided under the terms, you may be prevented from accessing all the services available under this website. Further, you agree that you may not try to register under an anonymous name to get access to the site otherwise for any purpose whatsoever.

You must promptly notify **VendorFrog** of any breach of security related to the Services, including but not limited to unauthorized use of your password or account. To help ensure the security of your password or account, please sign out from your account at the end of each session.

9. Code of Conduct

a) That you would not to host, display, upload, modify, publish, transmit, update or share any information that —

i belongs to another person and to which the user does not have any right to, unless you have written consent from the owner of the copyrighted material;

ii is grossly harmful, harassing, blasphemous defamatory, obscene, paedophilic, libellous, 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;

iii harm minors in any way;

iv infringes any patent, trademark, copyright or other proprietary rights;

v violates any law for the time being in force;

vi deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

vii impersonate another person;

viii contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

ix threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of

any cognisable offence or prevents investigation of any offence or is insulting any other nation.

x is false, defamatory or libelous, inaccurate, abusive, vulgar, bigotry, hateful, harassing, offensive, obscene, profane, threatening, promoting racism, promoting illegal activities, promoting physical harm of any kind against any group or individual, invasive of a person's privacy, adult material including pornography, or otherwise in violation of any Indian or International Laws.

b) You agree not to indulge in any kind of Social Engineering or any act of data mining in a bid to find any information of the registered users at **VendorFrog.com** or build and distribute any data related to **VendorFrog** registered users in any other manner.

c) You will not rent, lease, trade or sell access to the Services or related information or data. Otherwise also sell, sponsor, or otherwise monetize through **VendorFrog** or any other feature of the service, without our consent.

d) You agree to not use the website for any kind of promotion or spam or chain letters, unsolicited messages or any other related activity through the use of **VendorFrog** services.

e) You agree to not (and permit anyone else to) copy, modify or extract the source code of the service or any part thereof. You further agree that you may not indulge in any kind of process, which may be termed as work of Reverse Engineer unless this is expressly permitted or required by law or unless you have been specifically told that you may do so by us, in writing.

f) You will not develop or use any automated processes or any kind of scripts to view content on or communicate with the website or its registered users in any way.

g) You will not use the Service to distribute or upload any virus, bots or do anything else that might cause harm to the Service, our systems or to other users' systems in any way.

h) You will not solicit passwords or personal identifying information for any purposes from other users or try to crack the password of other users, which would be termed as hacking attempt.

i) That you agree that you will not engage in any activity that interferes with or disrupts the **VendorFrog** Services (or the servers and networks, which are connected to the Services).

10. Abuse Policy

The Services provided to the User by **VendorFrog** may only be used for lawful purposes. That is, when you sign up for **VendorFrog**, you agree not to use the account to send spam, distribute viruses, or otherwise abuse the service, which is provided above as above.

Otherwise also transmission, storage, distribution or presentation of any Content in violation of any and all applicable laws is prohibited. In case any violation of either terms or Law of the land is discovered, we may suspend the account and immediately initiate an investigation either internally or through any Government Agency, depending upon the circumstances of the case.

We may, at any and all times, in our sole and absolute discretion, during such an investigation, restrict your access in order to prevent any further possible unauthorized activity. Depending on the severity of the violation, we may, at its sole discretion, restrict, suspend, or terminate a User's account and/or pursue other legal remedies.

You agree to grant the rights to us to reveal your identity (or any other related information collected on this service) if required by law or in case of any legal action or complaint arising from any situation caused by your use of this site. In exercising this right, we may ask you to provide any documentary or other form of evidence supporting the Content you have stored/transmitted through **VendorFrog**. If you fail to produce such evidence, we may, in our sole discretion, block/terminate your access without notice.

VendorFrog may also randomly monitor the user accounts. Any such monitoring is done for evaluation purposes by supervisors and all the information is kept confidential. This is solely done to guarantee the highest level of service and to ensure accurate information is provided in a professional manner and may also help to detect any violations as stated above.

11. Termination

a) You are hereby informed that in case of non-compliance with the updated rules, user agreement including disclaimer and privacy policy as posted on **VendorFrog.com**, the admin has the right to immediately terminate the access or usage rights of the users to the services and also remove non-compliant information.

b) You further agree that we, in our sole discretion, may terminate your **VendorFrog** account or password or use of any or all of the services, for any legal reason or complexities, including, without limitation, for improper use of any service or if we believe that you are not eligible to become a registered user. We may also in our sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.

c) Further, at the time of registration at **VendorFrog**, if you provide any information that is untrue, inaccurate, not current or incomplete or we have a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement. We have the right to indefinitely suspend or terminate your access and refuse to provide you with access to the Website.

d) Furthermore, you agree that **VendorFrog** shall not be liable to you or any third-party for any termination of your access to the Service in any of the above circumstances or due to any other unforeseen circumstance or legal complexities.

e) You may terminate your service at any point with or without cause by writing to us at support@vendorfrog.com

12. Monitoring and Support

To ensure users receive the highest possible level of service, **VendorFrog** may randomly monitor the **VendorFrog** services. Any such monitoring is done for evaluation purposes by supervisors and all the information is kept confidential. This is solely done to guarantee the highest level of service and to ensure accurate information is provided in a professional manner.

In case of any Grievance with respect of any **VendorFrog** services, you can contact the grievance officer, whose details have been published over the website.

You can obtain assistance with any technical difficulty that may arise in connection with user's utilization of the **VendorFrog** Services by requesting assistance via email to support@vendorfrog.com. We reserve the right to establish limitations on the extent of such support, and the hours at which it is available.

You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the **VendorFrog** Services and users shall be responsible for all charges related thereto.

C. Legal Statements

13. Copyright and Trademarks:-

a) Unless otherwise stated, all intellectual property rights including Trademarks, Logos and Copyrights in all Content presented on the **VendorFrog** site are the property of **VendorFrog** and its affiliates and are protected under applicable Indian laws. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law. The User of these services cannot claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.

b) Without limiting the foregoing, copying or reproduction, for redistribution or other purpose, of the web site or any part thereof to any other server or location, including caching of any kind is expressly prohibited.

c) Unless you have been specifically permitted to do so or have a separate agreement with us in writing, you agree that you will not use any trademark, service mark, trade name, logo of any Customer or Company or Vendor in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

d) You grant **VendorFrog** rights to the use of your Logo, Name, Trademark or any other content that you may post at **VendorFrog**, for the promotion and marketing of **VendorFrog** services or otherwise. **VendorFrog** can also claim and retain copyrights over any content posted by you over the website.

14. Linking to the Web Site

You may provide links only to the **VendorFrog.com** homepage, provided:

- a) You do not remove or obscure, by framing or otherwise, any portion of the homepage;
- b) You give Provider notice of such link by sending an Email to **VendorFrog** and you discontinue providing links to this Web Site if requested by Provider.

15. Governing Laws

a) The Terms of User Agreement and the relationship between you and us shall be governed by the laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any

disputes arising under this agreement or other related issue arising out of the use of this site or related services. Our failure to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision.

b) If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the User Agreement remain in full force and effect.

c) Users agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the User Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

d) The section titles in the User Agreement are for convenience only and have no legal or contractual effect.

16. Third Party Legal Actions

It is **VendorFrog** policy to respond with reasonable promptness to subpoenas and other legal process served on us that seek information, documents or other business records. Third parties wishing to serve such process may do so in writing to the following address:

VendorFrog,

Mumbai, India

VendorFrog will evaluate each such request based upon the applicable law and facts.

17. Electronic Communications

When you visit the **VendorFrog.com**, register or send online messages to us, you are communicating with us electronically. You consent to receive communications from **VendorFrog** electronically. We will communicate with you by email or by posting notices on the **VendorFrog** Site. You agree that all agreements, notices, disclosures and other communications that **VendorFrog** provide to you electronically satisfy any legal requirement that such communications be in writing.

18. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, or access to the Service or its content.

19. Entire Agreement

These User Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The Agreement shall be governed by the Laws of India.

20. Grievance Officer

VendorFrog acts as a platform between Vendors and the Customers of products and services and is not involved in any kind of actual communication or transmission of any content between a Vendor and its Customer. As a result, VendorFrog has no control over any content posted by a member on our website. But a prompt action is guaranteed, if the same is brought to the notice of our grievance officer or otherwise.

VendorFrog shall address any grievances of users, whether registered or not, with respect to website content or any other aspects connected therewith, in a time bound manner. For this purpose, **VendorFrog** has designated the following person as Grievance Officer:

Mr Vishal Rathod

Address: 422, Avior Nirmal Galaxy, LBS Marg, Mulund West, Mumbai, Maharashtra, India - 400080

Phone: +91 22 60660670

The appointed officer shall acknowledge the complainant within 36 hours electronically and resolve the matter within 30 days in terms of the Information Technology Law if it is received through a government agency or based upon court order (*in accordance with ruling by Hon'ble Supreme Court in the matter of Shreya Singhal V Union of India in March 2015*).

In other cases, **VendorFrog** would look into the matter and try to resolve as soon as possible !

21. Confidentiality

The users agree to hold **VendorFrog's** Proprietary or Confidential Information in strict confidence including the information obtained from the other party as a part of Requirement or Response.

The users agree not to make each other Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this User Agreement. Notwithstanding termination or expiration of this Agreement, users acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period three (3) years from the termination.

D. DISCLAIMER

VendorFrog acts as a platform between Vendors and the Customers of products/ services. However, for any Services, **VendorFrog** does not represent either the Vendor or the Customer in specific transactions. **VendorFrog** does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Website or the ability of the Vendors to complete a sale or the ability of Customers to complete a purchase.

22. Risk Factors

a) **VendorFrog** assumes no responsibility or liability from any loss incurred by the use of any services rendered through it. Users using the services are solely responsible for their actions. As we do not warrant the accuracy, completeness, or usefulness of any information presented therein. User expressly agrees that use of the service is at user's sole risk.

b) **VendorFrog** shall be not responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay in operation or transmission, communications line failure, interruption or malfunction (including but not limited to any kind of technical aspects), deletion, defect of any information, reports, service stops functioning due to technical problems, certain features not functioning at any point in the web site or any part thereof.

Further, you agree that any material and/or data downloaded or otherwise obtained through the use of the service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download of such material and/or data.

c) Users are hereby made aware that there may be risks of dealing with people acting under false pretences. **VendorFrog** can only to a limited extent verify the accuracy of certain information. However, because user verification on the Internet is difficult, **VendorFrog** cannot and does not confirm each User's purported identity. We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

d) **VendorFrog** is not liable for any result that may arise from your contact, communication in any form, coordination, relation or transaction; either with customers or the , advertisers, other websites or any resources that may be hyperlinked or any third party, and you are liable for any contract/term that may or shall be established by you, with these third parties, registered users, advertisers, other websites or resources that may be hyperlinked in the web site or any part thereof.

e) **VendorFrog** has no control over other website or resources which are provided by users or other persons and is not liable for any loss or damage which may be incurred by you or by your use of service to any third party as a result of the availability of any information contained on site or external sites or resources or any advertisement or hyperlinks, etc. in the web site or any part thereof.

23. Disclaimer of warranties

The service is provided on an "as is" and "as available" basis. **VendorFrog** expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Further,

we make no warranty on any results obtained by the use of the service.

we make no warranty on accuracy or reliability of any information obtained by the use of service.

we make no warranty that the service will meet your requirements.

we make no warranty on any technical defects in the website will be corrected.

we make no warranty that the service will be persistent, timely, secure, error free.

we are neither responsible nor liable for any result that arises due to the use of service by any user or content posted or transmitted through the site by any user.

we do not assume any responsibility or liability for any illegal communication or Content posted or transmitted on the Site by any User, or any third party.

All liability, whether civil or criminal arising out of any Content that is Stored or transmitted through **VendorFrog** (including but not limited to messages / communication of electronic or any other means) will be of that User who has Posted such Content or communicated / transmitted such content or information. We reserve the right to claim damages from such Users, which we may suffer as a result of such storage or transmission.

If you are in Do Not Disturb (DND) subscriber list with any telecom operator / authority / organization you need to intimate us. Further, you agree that you have no objection in receiving any messages by any means. On registration, company reserves the right to validate the registration information provided by either party over the telephone. Also **VendorFrog** shall send transactional and some business related messages on users contact number and email address.

24. Limitation of Liability

You expressly understand and agree that **VendorFrog**, its subsidiaries and affiliates, shall not be liable to you or any third person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from, arising out of or any way related to:

1. the use or the inability to use the service;
2. any data, information, or services availed or messages received or transactions entered into through or from the service;
3. unauthorized access to or alteration of your transmissions or data;
4. statements or conduct of any third party on the service;
5. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
6. any other matter relating to the service;

25. Indemnity

You agree to indemnify and hold **VendorFrog** and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable lawyer's fees, made by any third party due to or arising out of your breach of the User Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.