

TERMS AND CONDITIONS

RK e-ADR Federation hereinafter referred to as “e-ADR Federation” or “Federation”.

1. NATURE AND APPLICABILITY OF TERMS

The Agreement applies to you whether you are –

- A ‘Dispute Resolution Professional’ wishing to be listed, or already listed, on the Website, including designated, authorized associates of such person (“DRP”, “you” or “User”); or
- An individual, organisation, his/her/its representatives, his/her legal representative or affiliates, using the Website to resolve disputes (“End-User”, “you” or “User”); or
- Otherwise a user of the Website.

This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with Federation.

By accessing the Website to use the services, you irrevocably accept all the conditions stipulated in this Agreement, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

You acknowledge that you will be bound by this Agreement for availing any of the Services offered by Federation. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services. Your access to use of the Website and the Services will be solely at the discretion of **RK e-ADR Federation**.

2. SCOPE

- There must be active dispute after an invitation by a party to a dispute to use ODR Services. Any violation of these terms of use by the user or any other party to an Active Dispute may lead to **RK e-ADR Federation** suspending, aborting or limiting the ODR Services to the parties to such Active Dispute.

- The User is solely and completely responsible for understanding and complying with any and all laws, rules and regulations of India that may be applicable to in connection with the User's use of the Website, Portal and the ODR Services.
- The provision of access to the ODR Services on the Portal pursuant to these ToU is subject to the User's prompt payment of any fees agreed between the User and **RK e-ADR Federation** in writing.
- **RK e-ADR Federation** does not have any control over the legality or enforceability of the any agreed terms and inter se agreement between the parties that form the basis for its reference to **RK e-ADR Federation**.

3. ELIGIBILITY, LIMITATIONS AND AGREED TERMS

- The User represents that it is either a body corporate duly incorporated under the laws of India or a citizen of India with capacity to contract under the laws of India.
- The User must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you acknowledge that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.
- The User undertakes that the User has been allowed access to ODR Services on the Portal subject to the User undertaking not to do any of the following under any circumstances:
 - A. use or attempt to use the systems of **RK e-ADR Federation** by way of any automated means, or take any action that, in the view of federation, causes or potentially may cause an unreasonable or disproportionate load on the servers or network infrastructure of RK e-ADR Federation.
 - B. provide purposely false, illusory, ambiguous, misleading, falsified, or inaccurate evidence, testimony, or witness statements or use the ODR Services for any unlawful or illegal purpose;
 - C. engage in communication or post any material on the Website or the Portal that is abusive, offensive, threatening, obscene, defamatory, casteist, sexist, pornographic, inciting violence, or otherwise victimises or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, caste, ethnicity, age, or disability, other than to the extent that such material constitutes an essential and indispensable part of the claims, pleadings or counter-claims of the User submitted in relation to an active Dispute;
 - D. provide false, fabricated, misleading, or inaccurate information during account registration;
 - E. use another user's account on the Portal without permission or authorisation;
 - F. publish or link to malicious content intended to damage or disrupt another user's browser or computer;
 - G. Violate any applicable local, state, national or international law or regulation.
 - H. use of the Website, the Portal or the ODR Services by or to the benefit of, any unauthorised third parties.

- I. abuse, 'stalk', harm, threaten, impersonate, harass, deceive, any other person or entity through the use of the Portal, the Website or the ODR Services;
- J. hack, or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Website or the Portal;
- K. breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Website or the Portal or that of any third party that is hosting or interfacing with any part of the Website, the Portal;

4. USERS UNDERTAKING/AGREED TERMS

The users agreed the following:

- A. The user is giving his/her/its consent to the terms and conditions and the agreement pursuant thereto out of his/her/its own free will and the same is without any undue influence, coercion, and fraud.
- B. the User is not aware of any ground to believe that it will derive any malafide or illegitimate benefit by use of ODR Services, the Website or the Portal in relation to the active Dispute;
- C. the User shall make best endeavors to provide all information, data, content, messages, graphics, drawings, sound and image files, photographs, recordings, software and, in general, whatever type of material as is sought by the federation or the DRP in relation to the Dispute, to the extent the same is available with the User in order to expedite the resolution of the Active Dispute;
- D. Federation assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- E. The results of any search, Users perform on the Website for DRPs and other Service providers should not be construed as an endorsement by the Federation of any such particular DRP and other Service providers. If the User decides to engage with a DRP and other Service providers to seek legal services, the User shall be doing so at his/her own risk.
- F. The Federation shall not be responsible for any malfunctions, errors, crashes or other adverse events that is solely attributable to the User's use of the Website or the Portal;
- G. the Federation does not ask for nor does it wish to receive any confidential, secret or proprietary information, personal data, or other material from the User through the Portal, by e-mail, or in any other way, which is not required for resolving an Active Dispute
- H. the Website, the Portal, any software owned or developed or used by **RK e-ADR Federation** (Software) in relation to the ODR Services and all right, title, and interest in such Website, Portal and software shall be the sole property of RK e-ADR Federation.
- I. the User has all the necessary equipment, systems, connectivity, resources, capabilities, understanding, competency, technological and other awareness to use

the ODR Services in relation to the active Dispute in a fair, just and transparent manner;

- J. the entire discussion and communication affiliated to the active dispute initiated by video conferencing, phone calls, e-mail or via other modes at this platform will remain confidential.
- K. The Parties agree that neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavourable publicity to either of the Parties or entities.
- L. The Federation may, at any time, limit, suspend, or revoke the User's access to the Website, the Portal or the ODR Services if the User is in breach, or if the federation has reason to believe such User is in breach, of these term of use.
- M. the Federation may change, add or remove any of the ODR Services or features available on the Portal, or may discontinue the Portal as a whole, at any time. However, this platform will not discontinue any feature or ODR Service for which a User has already paid Fees for without mutual agreement with such User, unless the Federation replaces such feature or ODR Service with a different feature or ODR Service that has the same effect as such discontinued feature or ODR Service under applicable law.
- N. Any records or information uploaded or accessible by the Users on the Website or the Hearing Room shall be provided at the sole risk and responsibility. Federation does not validate the said information and makes no representation in connection therewith. The User should contact the relevant DRP in case you wish to point out any discrepancies or add, delete, or modify the records in any manner.
- O. Federation may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the Rules.
- P. Federation is not involved in providing any legal advice by or on behalf of DRPs and other service providers received by User and hence is not responsible for any interactions between User, DRP and Other service providers. e-ADR Federation is a platform where parties can resolve their problems or legal issues with the help of DRPs or by taking legal advice from the DRPs or the service providers. This Federation is not accountable for any legal advice or communication held between the Users, the DRPs and the service providers.
- Q. User understands and agrees that Federation will not be liable for:
 - i. User interactions and associated issues User has with the DRP and service providers;
 - ii. the ability or intent of the DRP(s) and service providers or the lack of it, in fulfilling their obligations towards Users;
 - iii. any wrongdoing on part of the DRP(s) and Service Providers;
 - iv. inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Service provider and DRP to provide agreed Services;
 - v. any misconduct or inappropriate behaviour by the service providers and DRPs

- vi. any award or decision pass by DRPs.
- vii. any legal advice provided by the Service providers.

5. ACCESS

After serious, sustained and nurtured efforts to preserve the highest levels of service accessibility, Federation is not liable for any cessation and interruption that may be caused to user's access of the Services.

6. ACCOUNT AND DATA PRIVACY

- A. The Federation may by its Services, collect information relating to the devices through which user access the Website, and anonymous data of user's usage. The collected information will be used only for improving the quality of the services provided by the Federation and to build new services.
- B. The Website allows Federation to have access to registered Users' personal email or phone number, for communication purpose.
- C. The RK e-ADR Federation shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to the Federation or to any other person acting on behalf of the Federation.
- D. The Federation may use such information collected from the Users from time to time for the purposes of debugging (the process of identifying and removing errors from computer hardware or software) customer support related issues.
- E. No one other than the user is responsible for maintaining the User's account information and password confidential, if any unauthorized use of user's account is suspected by the user, the user shall immediately inform or notify the Federation about the same. Any kind of negligence done on the part of user will not make the federation responsible and user of the account will be solely liable for the losses of the Federation or such other parties as the case may be, due to any unauthorized use of your account.
- F. If any User provides any information that is untrue, unjust, inaccurate, not current, erroneous or incomplete or Federation has reasonable grounds to suspect that such information is untrue, unjust, inaccurate, not current, erroneous or incomplete, the Federation has the right to discontinue the Services to the User at its sole discretion.
- G. User shall ensure that any content sent, shared or uploaded by the User is not harmful, harassing, blasphemous, defamatory, obscene, pornographic or libelous in any manner. Further, User should ensure that the User Comment is not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatsoever. User shall not make any statement that is threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or is likely to cause incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting to

any other nation. The Federation reserves the right to remove any content which it may determine at its own discretion is violative of these Terms and Conditions or any law or statute in force at the time.

- H. The User is expected to read and understand the Privacy Policy, so as to ensure that he/she/it has the knowledge of, inter-alia:
 - i. the fact that certain information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the nature of collection and retention of the information; and
 - v. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - vi. the various rights available to such Users in respect of such information.
- I. The Federation collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the DRPs and other Service providers listed on the Website, such as their specialization, qualification, fees, location, and similar details. The Federation takes reasonable efforts to ensure that such information is updated at frequent intervals. Although federation screens and vets the information and photos submitted by the DRPs and other Service providers, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

7. DISPUTE RESOLUTION PROFESSIONALS (DRP) AND OTHER SERVICE PROVIDER TERMS OF USE

- A. Federation, directly and indirectly, collects information regarding the DRPs' and Service providers profiles, contact details, and area of expertise. This Platform reserves the right to take down any DRPs' and other Service providers profile as well as the right to display the profile of the DRPs and other Service providers, with or without notice to the concerned DRPs and other Service providers. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform the Federation immediately to enable Federation to make the necessary amendments.
- B. Federation reserves the right to moderate the suggestions made by the DRPs and other Service providers through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, Federation shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of DRPs and other Service providers are added to the Website.
- C. You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. This Platform shall not be liable for any effect on DRPs' and other Service providers' business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. Federation however, as an

‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content.

- D. DRP and other Service providers hereby agreed and warrant that he/she will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Federation accepts no liability for the same.
- E. Federation shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- F. If Federation determines that you have provided inaccurate information or enabled fraudulent feedback, Federation reserves the right to immediately suspend any of your accounts with this Platform and makes such declaration on the website alongside your name/your firm name as determined by Federation for the protection of its business and in the interests of Users.
- G. The DRP shall not be part of any arrangement which will prohibit him/her from providing dispute resolution services. The DRP and other Service providers shall at all times ensure that all the applicable laws that govern the DRP and other Service providers shall be followed and utmost care shall be taken in terms of the services being rendered.
- H. In respect of the various services provided by Federation to DRP and other Service providers, they shall (subject to its reasonable right to review and approve), and subject to the applicable law and relevant rules of confidentiality:
 - allow Federation to include a brief description of the services provided to DRP and other Service providers in Federation’s marketing, promotional and advertising materials;
 - serve as a reference to Federation’s existing and potential clients;
 - allow Federation to make reference to DRP in case studies, and related marketing materials;
 - make presentations at conferences; and/or
 - use the DRP’s and other Service providers name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

8. RIGHTS AND OBLIGATIONS OF USERS, DRP’s AND OTHER SERVICE PROVIDERS

Users, DRP’s and other Service providers are not permitted to upload, modify, publish, update, produce, display or share any information that:

- i. belongs to another person and to which the User and DRP does not have any right to;
- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous,

- iii. encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- iv. infringes any patent, trademark, copyright or other proprietary rights and violates any law for the time being in force;
- v. invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or
- 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. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- viii. harm minors in any way;
- 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 cognizable offence.
- x. prevents investigation of any offence or is insulting any other nation.
- xi. violating or attempting to violate the integrity or security of the Website or any Federation Content;
- xii. intentionally submitting on the Website any incomplete, false or inaccurate information;
- xiii. making any unsolicited communications to other Users;
- xiv. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- xv. copying or duplicating in any manner any of the Nomology Content or other information available from the Website;
- xvi. framing or hot linking or deep linking any Nomology Content.
- xvii. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

xviii. Federation may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer.

9. TERMINATION

Federation reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,

- i. Such User breaches any terms and conditions of the Agreement;
- ii. Federation is unable to verify or authenticate any information provide to the Platform by a User;
- iii. Federation has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- iv. A third party reports violation of any of its right as a result of your use of the Services;

Once users temporarily suspended or terminated, may not continue to use the Website or Services under the same account, User has to a form a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any legal services the User has rendered in order to comply with the User's record keeping process and practices.

10. CONDITIONS OF COPYRIGHT

The particulars collected on the Website by the federation in this platform directly or circumlocutory from the User's, DRPsand other Service providers shall solely belong to the Federation.

The RK e-ADR Federation permit or authorize the users, DRP's and other Service providersto access and view the available contents on and from the website solely for the service provided as per this Agreement. The contents of the Website, information, text, graphics, logos, button icons, software code, design, images and the collection, arrangement and assembly of content on the Website are the property of Federation and are protected under copyright, trademark and other laws. User shall not modify the Content of the Federation or reproduce, display, publicly perform, distribute, or otherwise use the viewing Content in any way for any public or commercial purpose or for personal gain.

User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.Copying of the copyrighted content published by the Federation on the Website

for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Federation reserves its rights under applicable law accordingly.

11. DISPUTE SETTLEMENT AND ARBITRATION

Any dispute, claim or controversy arising out of or in relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by Arbitration in India, before a sole arbitrator appointed by RK e-ADR Federation or an independent Arbitration Institution designated by RK e-ADR Federation. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be **Delhi**. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute. The courts at Delhi shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

12. MISCELLANEOUS

- i. These terms of use may be modified by a written amendment signed by the Directors or Members of Federation, or by the posting revised version of these terms of use on the Website, provided that in case of a conflict between a provision of such revised terms and any Specific Agreement, the Specific Agreement shall prevail to the extent of the conflict as between Federation and the User with whom such Specific Agreement has been executed by Federation.
- ii. If any part of these term is held invalid or unenforceable, that part will be construed to reflect the original intent behind it, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these term of use or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
- iii. The User may not assign their rights under these term of use to any other party without Federation express written consent. Federation may assign its rights under these terms without condition. These termsof use will be binding upon and will inure to the benefit of the parties and their permitted assigns.
- iv. It is hereby agreed between the parties that the terms of use may be amended, revised, substituted by way of e-communication or written communication by the Federation to the users from time to time. Such correspondences between the Federation and acceptance thereof by the User shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.
- v. All and any other conditions as specified in the most important information shall form an integral part of this Agreement and the most important information shall always be read in conjunction with this Agreement at all times.

- vi. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.