

Terms of Use

Last updated: 13 October 2024

In these Terms of Use, the terms “we”, “us”, “our” or other similar expressions refer to **NotarEase** and the words such as “User”, “you”, “yours” or other similar expressions shall mean any user of NotarEase, which shall hereinafter be referred to as “Website”. “Users” refers to users of NotarEase / the Website as a collective. These Terms of Use, along with the relevant policies, are applicable to all Users of the Website - including any customer and any Notary.

Please read these Terms of Use carefully before accessing or using our Website. By accessing or using any part of the Website, you agree to be bound by these Terms of Use. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our Website. Your continued access to the Website following the posting of any updates and/or changes shall constitute your acceptance of such updates and/or changes. We use third-party platforms such as Google (<https://www.google.com>), eMudhra (<https://emudhradigital.com>) and Amazon Web Services (<https://aws.amazon.com/>), to provide you with the Services.

1. General Conditions

Your use of the Website shall be subject to the following conditions, generally:

- 1.1. The Website contains information about us, our products and our services. We *inter-alia* provide electronic signature and notarisation services (hereinafter referred to as “Services”).
- 1.2. The Website requires the collection and storage of Personal Data as well as Website Data for its optimal use. The collected Data will be managed and dealt with in accordance with the Privacy Policy.
- 1.3. We reserve the right to refuse to provide our Services to anyone for any reason at any time.
- 1.4. We further reserve the right to forbid your access to the Website, if we deem it necessary in line with our Terms of Use.
- 1.5. By using the Website, you affirm that you are at least the age of majority and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use.

2. User Registration

- 2.1. To access certain features of the Website, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3. Use of Website and your responsibilities

3.1. Personal Data:

- 3.1.1. To use the Website, you will be required to provide accurate, current and complete information of yourself such as your name, your address, your phone number, your email address and other information such as contact information.
- 3.1.2. You are entirely responsible for maintaining security of your username and password and agree not to disclose to any other person or any third party.
- 3.1.3. Your Personal Data's management and use by us is governed by our Privacy Policy.

3.2. Website Data:

- 3.2.1. You agree that any information and documents that you enter, provide, upload or submit to the Website ("Website Data") is accurate and true.
- 3.2.2. We shall not be responsible in any way should any information that is entered by the User be incorrect or the act of entering such information be deemed illegal.
- 3.2.3. We shall not be liable or responsible for any liability or damage arising out of use of information / data submitted by you.

3.3. Prohibited Use:

- 3.3.1. You agree that as a User, you may not modify, disassemble, decompile, prepare any derivative works of, reverse engineer or otherwise gain access to the source code of the Website.
- 3.3.2. You should not engage in any activity that is illegal, fraudulent, false or misleading and cannot transmit any material that may infringe our intellectual property or moral rights or the rights of any other entity, person, individual or organisation.
- 3.3.3. You shall also not use our Website to develop or assist in the development of a competing product or service by copying any features, functions or graphics of the Website.
- 3.3.4. You shall not use the Website in a manner that is against our interest, or the interests of our Users.
- 3.3.5. We reserve the right to suspend or terminate your access to the Website, while reserving our right to pursue additional legal remedies, should your use of the Website be found to be in violation of the Terms of Use.

4. Intellectual Property Rights

- 4.1. All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and/or software, as well as its compilation is our exclusive property. All Intellectual Property Rights in the content on the Website, except the Website Data of the User, vest, wholly and solely, with us.
- 4.2. The rights in Intellectual Property in the Website Data (including any information or documents uploaded by you) shall not change as a result of the use of the Website.

5. Personal Information

- 5.1. The Personal Information collected by us through the Website is governed by our Privacy Policy. Please review the Privacy Policy for more information in this regard.

6. Term and Termination

- 6.1. These Terms of Use are effective unless and until terminated. You may terminate these Terms of Use at any time when you cease using our Website. However, your use of the Website, until such cessation of use, shall be governed by the Terms of Use.
- 6.2. If, in our sole judgement, you fail or we suspect that you have failed to comply with any term or provision of these Terms of Use, we may revoke your access to the Website at any time without prior notice to you.
- 6.3. The obligations and liabilities of the parties incurred prior to the date of Termination shall survive the Termination of these Terms of Use for all purposes.

7. Third-party links

- 7.1. Certain content, products and services available on our Website may include materials from third-parties. Third-party links on our Website may direct you to third-party websites that are not affiliated with us or controlled by us. We shall not assume any responsibility or liability for any third-party material or websites. We shall not be liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party links / websites. Please review such third-party's policies and practices carefully.

8. Warranties

8.1. User Warranties

- 8.1.1. You, through your use of this Website, hereby warrant that:

- 8.1.1.1. We shall not be held liable by you for any liability, harm or damages arising out of the use of the Website.
- 8.1.1.2. All the information provided by you is true and correct.
- 8.1.1.3. You are at least 18 years old.
- 8.1.1.4. You are not violating or infringing the rights of any third party when using NotarEase. The User shall have bear all liability arising out of his use of NotarEase.

8.2. Notary Warranties

- 8.2.1. "Notary" refers to a User on the Website who is providing notarial services on the Website.
- 8.2.2. In addition to the above-mentioned User Warranties, the Notaries on the Website further warrant the following:
 - 8.2.2.1. The Notary warrants that he is a registered notary public and has a valid stamp.
 - 8.2.2.2. The Notary warrants that he will be available at the times indicated on the NotarEase platform and keep the availability up to date.
 - 8.2.2.3. The Notary warrants that he has access to the necessary technology and tools to undertake the notarial functions on NotarEase.
 - 8.2.2.4. The Notary warrants that he will attend the scheduled appointments on time and that NotarEase shall not be liable for any liability, damages or refunds due to a fault on part of the Notary (such as delays, unavailability of Notary at scheduled time, unavailability of reasonably required tools at the time of the scheduled appointment etc.). In such a situation where there is a fault on the part of the Notary, the Notary shall be solely liable for all claims, refunds and damages.
 - 8.2.2.5. The Notary warrants that all notarial acts and services performed strictly adhere to the laws and regulations governing notarial acts within the jurisdiction where the services are provided.
 - 8.2.2.6. All notarial functions and decisions are at the sole discretion of the Notary and the Notary hereby warrants that we or you shall not be liable for any notarial functions or decisions undertaken by the Notary.

9. Indemnification

- 9.1. You agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Website. You understand that violating our Terms of Use may cause severe harm to us and we will be within our rights to pursue legal remedies if we deem fit.
- 9.2. Additionally, Notaries using the Website undertake to indemnify us against and not hold us liable for any harm, liability, injury, damages arising out of the notarial decisions and functions undertaken and discharged by the Notary on the Website. The Notary hereby agrees to hold harmless and indemnify us to the fullest extent.

10. Severability

- 10.1. In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use. Such determination shall not affect the validity and enforceability of any other remaining provisions. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

11. Limitation of Liability

- 11.1. We do not make any guarantees about the legal applicability or validity of NotarEase. Users using NotarEase shall do so at their own risk.
- 11.2. Nothing on NotarEase shall be construed as legal advice. We recommend that Users engage a qualified advocate / lawyer who can advise them according to their individual circumstances.
- 11.3. In no event shall we or any of our directors, officers, employees or affiliates be liable for any of injury, loss, claim or any damage of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website, or for any other claim related in any way to your use of the Website.

12. Changes to Terms of Use

- 12.1. You may refer to the latest edition of the Terms of Use on this page at any time. We retain the right to modify, alter, or substitute any portion of these Terms of Use (or any of the NotarEase Policies) by publishing updates and

revisions on our website. Therefore, we encourage you to regularly review it. Any modifications or clarifications will become effective immediately upon being posted on the website. It is your responsibility to periodically check our website for any changes.

- 12.2. All policies available at www.notarease.com are incorporated herein by reference and form part of the Terms of Use.

13. Governing Law & Dispute Resolution

- 13.1. These Terms of Use shall be governed by the applicable laws of India. Any dispute, relating in any way to the Website, shall be submitted to exclusive jurisdiction of the Hon'ble Delhi High Court in New Delhi, India, except that to the extent you have in any manner violated or threatened to violate our rights (including intellectual property rights), we may seek injunctive or other appropriate relief in the appropriate courts, and you consent to the jurisdiction and venue in such courts, which shall be at our discretion.

14. Refunds and cancellations

- 14.1. Please refer to our Refunds Policy.

15. Contact Information

- 15.1. Any questions, queries or complaints pertaining to the Terms of Use should be emailed to us at (hello@notarease.com). We will typically respond to you within 3 to 5 working days.