

Terms of Service

Welcome to our Terms of Service (“Agreement”, “Terms and Conditions”, “Terms of Use” and “Terms of Service” are names all used to refer to this document). It is necessary for you to read this carefully and agree to all terms herein before you start using the Quickwork Platform (defined hereinbelow). You can reach us at support@quickwork.co if you have any queries with respect to the use of Quickwork Platform.

This Terms of Service govern the use and access of the Quickwork Platform and the Products and Services provided thereunder (defined hereinbelow). This Terms of Service constitutes the legal and binding agreement between Customer (defined hereinbelow) and Quickwork (defined hereinbelow) with respect to Customer’s use of the Quickwork Platform. This Agreement comes into effect on the date the Customer clicks the “Register” or any other button in the course of opening an online account with Quickwork (the “Commencement Date”).

These capitalized terms shall have the following meanings ascribed to them:

API	means application programming interface.
Business Day	means a day other than a Saturday, Sunday or public holiday in Mumbai, India as listed by the Reserve Bank of India on the website https://rbi.org.in .
Clients	means the customers, users or clients of the Customer.
Commencement Date	means the date the Customer clicks the “Register” or similar button in the process of opening an online account with Quickwork.
Confidential Information	means and includes, without limitation, any software, data, technical, business, financial, operational, customer, vendor or other information disclosed or provided by a party or any of its affiliates, and its and their employees, directors, officers, advisors, consultants, subcontractors or other agents or representatives to a party or any of its representatives, whether before or after the Commencement Date, whether in writing, orally, visually (or other non-tangible formats) or any other means. Notwithstanding the foregoing, the term “Confidential Information” will not, for purposes of this Agreement, include information that: (a) was or becomes available to a party on a non-confidential basis from a source other than a party or its representatives; provided that such source is not bound by any confidentiality agreement with, or other contractual, legal or fiduciary obligation of secrecy to a party; (b) at the time of disclosure or thereafter is or becomes available to and widely known by the public as to be reasonably regarded as public information, other than as a result of disclosure by a party or any of its representatives in breach of this Agreement; (c) is developed by a party independently of any disclosure hereunder or reference to a party’s Confidential Information, as evidenced by a party’s records, and without violating any of a party’s obligations under this Agreement; or (d) is disclosed by a party with disclosing party’s prior written express approval.
Connector	means an interface developed for an application using APIs which enables connectivity of other applications and services with that application.

Customer	shall include any person, firm, company, or entity that is a user or purchaser of Products and Services offered and provided by Quickwork, and all persons, firms, companies, or entities which control, or which are controlled by, the same person, firm or entity which controls such use or purchase.
Customer Application	means any application or service developed by the Customer that uses the Platform.
Customer Data	means electronic or digital content, data and information input into the Platform by the Customer/User or collected through the Platform by Customer/User.
Customer Order	means an order by the Customer for access to the Platform entered through Quickwork's online registration process on the Website and includes any order for the Products and Services, whether free or paid, including any approved quotation and/or proposal, submitted or made online or offline by the Customer through any ordering process as accepted by Quickwork. The Customer Order includes the Customization Order.
Customization Fees	means the fees payable by the Customer as determined by Quickwork while placing the optional Customization Order as a part of the Customer Order, through the Website or the Platform.
Customization Order	means the statement of work specified and assigned by the Customer to Quickwork for customization and covers project-wise requirements, activities, deliverables, and timelines, and forms a part of the Customer Order.
Data Protection Agreement	refers to the agreement between the Customer and Quickwork and located on the Website at https://quickwork.co/data-protection-addendum .
Dealer	shall include any person, firm, company, or entity that is authorized by Quickwork to sell, resell, distribute, and support Products and Services in the Territory.
Documentation	means any user guides, manuals, handbooks, materials, instructions, and specifications made available by Quickwork to the Customer for using the Platform.
First Level Support	means initial support and maintenance services provided to a Client by the Customer or Dealer or Channel Partner.
Hosting Service	means a service whereby applications are hosted on remote cloud infrastructure and are accessed through the internet which can be provisioned by Quickwork as per the Customer Order.
Intellectual Property	shall mean and refers to ideas, concepts, creations, discoveries, domain names, inventions, improvements, know-how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, workflows, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, source codes, object codes, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, images, audio, video, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.
New Connector	means a Connector requested by the Customer to be built by Quickwork which is publicly accessible and made available for use on the Platform by any or all Users.

Personal Data	means any information relating to an identified or identifiable natural person that is processed by Quickwork as a result of, or in connection with, the provision of the services as per the Customer Order on the Platform; an identifiable natural person can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Platform Fees	means the total fees payable by the Customer to Quickwork which includes Subscription Fees, Customization Fees, Support Fees, and any other applicable fees as per the Customer Order and Customization Order.
Private Connector	means a Connector developed by Quickwork for a Customer as per Customization Order, is privately accessible and made available for use on the Platform only by the Customer placing that Customization Order.
Products and Services	means the provision of the Platform for subscription, customization, and support as per Customer Order and Customization Order including tools, software, channels, data feeds, computer programs, applications and services offered or designed by Quickwork.
Public Connector	means a Connector developed and maintained by Quickwork, is publicly accessible and made available for use on the Platform by any or all Users.
Quickwork	refers to Quickwork Technologies Private Limited, 404, Matharu Arcade, Subhash Road, Vile Parle East, Mumbai 400057, Maharashtra, India.
Quickwork Brand	means and refers to any/all logos, signs, symbols, designs, icons, terms, product names, brand names, trademarks, wordmarks, copyrights owned or under application process for registration anywhere in the world by Quickwork including content in text, images, audio, video formats in any language used on websites, portals, products owned or published by Quickwork and all promotional materials and content used by Quickwork for marketing, advertising, business promotion, sales or public relations; in either printed or machine-readable form, whether or not copyrightable or patentable.
Quickwork Platform or Platform	means Quickwork's proprietary, online, cloud-based integration, automation, API management and conversation management platform along with applications, services, and tools, offered as Software-as-a-Service (SaaS) to the Customer and includes all future modifications, additions and enhancements made to it by Quickwork from time to time.
Quickwork Support	means the provision of a response to problems by Quickwork through the support channels provided on the Platform.
Service Level Agreement (SLA)	means the service level agreement offered by Quickwork and located on the Website at https://quickwork.co/service-level-agreement/ .
Standard	mean any technical specification that is distributed, published, or otherwise made available by a consortium, standards organization, special interest group, or like entity, for the purpose of widespread industry adoption.
Subscription Fees	the fees payable by the Customer as determined at the time of subscription while placing Customer Order through the Website or the Platform.
Support	means support services as per the Support Agreement.
Support Agreement	means the standard terms of support services offered by Quickwork and located on the Website at https://quickwork.co/support-agreement/ .

Support Fees	means the fees payable by the Customer for availing Support from Quickwork as per the Customer Order through the Website or the Platform.
Term	means the time period which starts on the Commencement Date and continues up to the date as specified in a Customer Order or up to the date the account of a Customer is deleted by the Customer or terminated by Quickwork.
Territory	means the sales area within which a Dealer is permitted to sell, resell, distribute, and support the Products and Services.
Third-Party Application	means any application or service developed by any person, firm, company, or entity other than Quickwork or the Customer.
User	means and includes individuals, employees, agents, and independent contractors associated with the Customer who use the Platform on Customer's behalf or through Customer's account or passwords, whether authorized or not.
Visitor	means any person or entity who visits or accesses the Website.
Website	means the website which is owned, operated, and managed by Quickwork at https://quickwork.co .

1. Acceptance

- i. The Customer acknowledges that it has read the Terms of Service, understands them, and agrees to be bound by the terms as mentioned in this Terms of Service. The person accepting this agreement on the Customers behalf through the online registration process on Quickwork's Platform or by means of a Customer Order represents that he has the authority to bind the customer to this Terms of Service.
- ii. The Customer further acknowledges that this Agreement does not have to be signed, physically or digitally, in order to be binding. The Customer will have indicated its assent to the terms of the Agreement by clicking on the "Register" or "Sign In" or similar button that is presented to the Customer at the time of its opening or accessing of an online account with Quickwork or by executing and transmitting to Quickwork a Customer Order.

2. The Platform

- i. Use of the Platform: During the Term, the Customer may access or use the Platform, subject to:
 - a. the terms as mentioned in the relevant and applicable Customer Order and the details regarding any features, function and limitations provided thereunder and/or

- b. Acceptable Use Policy (located on the Website at <https://quickwork.co/acceptatble-usage-policy/>) or any other policy (as updated from time to time) posted on the Website (<https://quickwork.co>).
- ii. Use of Documentation: The Customer may use and reproduce the Documentation only to the extent as may be necessary to support the Customer's or User's interactions with and use of the Quickwork Platform. Revisions to the Platform: Quickwork may at any time, with or without notice, revise any of the features and functions that it provides in its Platform, including removing such features and functions completely. If such revision to the Platform materially reduces the features and functionality which was mentioned in the Customer Order, the Customer may within 30 (thirty) days after providing notice, terminate such Customer Order, or terminate this Agreement if such Customer Order is the only one outstanding. However, its agreed by the User, where You are accessing the Platform, as an employee, service provider, customer, client or agent of a Customer, the term, and conditions of the agreement between the relevant Customer and Quickwork shall apply and supersede the provisions of this Clause,

3. Terms of payment and fees.

- i. The Customer shall pay to Quickwork the applicable Platform Fees in lieu of the access to the Platform and use of the Products and Services in accordance with each Customer Order or as may have been agreed upon by means of an executed Customer Order.
- ii. Unless specified in the Customer Order, the: (a) Platform Fees paid are non-refundable and payment obligations are non-cancelable; (b) where Quickwork choses to modify the Platform Fees in its sole discretion, the Platform Fees payable by You shall be the Platform Fees as identified specifically on the Platform or provided by Quickwork to you in writing,
- iii. Customer acknowledges that, if Customer receives access to the Quickwork Platform through an authorized Dealer and that if such Dealer is in breach of its obligations to Quickwork (including a failure to pay fees owed to Quickwork), then Quickwork may at its sole discretion terminate this Agreement and discontinue to provide the access to the Platform to Customer without incurring any liability to either the Customer or the Dealer.
- iv. The Customer authorizes Quickwork to charge an amount equal to the Platform Fees on a monthly/quarterly/annual basis (unless the relevant Customer Order provides otherwise), to the credit card and/or bank accounts as may be specified in the Customer Order in advance of the provision of services to the Customer by means of automatic debit or credit card charge for the duration the Term. The Customer hereby agrees to keep such valid credit card and/or bank account in effect with sufficient credit limit to enable Quickwork to charge the Platform Fees

every month/quarter/annual period, as applicable, and not to challenge such charges or to request reversal of such charges. Quickwork will not be required to refund the Platform Fees under any circumstances.

- v. Unless otherwise stated, Quickwork's Platform Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not restricted to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with its purchases hereunder. If Quickwork has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, Customer shall indemnify Quickwork for such taxes and the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Quickwork with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Customer's Responsibilities and Restrictions:

- i. The Customer shall comply with the Acceptable Use Policy (AUP) as available at <https://quickwork.co/acceptable-use-policy>.
- ii. The Customer shall NOT:
 - a. Misuse the Platform and/or the Website or authorize any third party to do so.
 - b. Provide Platform passwords and other login credentials to any third party and enable them to access or derive benefit out of the Platform.
 - c. Share the non-public features of the Platform with any third party.
 - d. Access the Platform and/or the Website in order to build a similar or competitive product or service, take or copy ideas from Quickwork Brand including, but not limited to graphics, designs, features, and functions.

And in event of a breach or where it is suspected that there is a breach of this Article [4(i) and 4(ii)], Quickwork may suspend Customer's access to the Platform and/or the Website, with or without advance notice and without prejudice to the other remedies that Quickwork may have.

- iii. The Customer shall take all reasonable steps to prevent unauthorized access to the Platform including but not limited to protecting the passwords and other login credentials.
- iv. The Customer shall notify Quickwork of any suspected unauthorized use of the Platform immediately or as soon as reasonably possible and shall use reasonable means to stop the said breach.
- v. The Customer will immediately abstain using and delete any product or service including all access provided by the Customer, which is built by him by taking or copying ideas from Quickwork Brand or Platform upon information of such activity by Quickwork or its legal representatives. Quickwork further reserves the right to proceed with any such suitable

action as it may deem fit to restrict and ensure withdrawal of all such product and services and recover the costs and damages incurred as a result of this breach.

- vi. In its use of the Platform, the Customer shall follow all applicable laws and regulations including, but not limited to laws governing the protection of Personal Data and other laws applicable to the protection of Customer Data.
- vii. The Customer is responsible and liable for:
 - a. User's use of and interactions with the Platform and the Website including, but not limited to, unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement attributable to the Customer.
 - b. Any use of Platform through Customer's account, whether authorized or unauthorized.

5. Customer Data and Privacy

- i. Use of Customer Data:

Unless Quickwork receives the prior consent of the Customer, Quickwork:

- a. Shall not access, process, or otherwise use Customer Data other than as may be necessary to perform, operate or facilitate the Platform, to provision and provide Products and Services and to improve the overall customer experience on the Platform.
 - b. Shall not intentionally grant any third-party access to Customer Data, including but not limited to, other Customers, except subcontractors that are subject to a reasonable nondisclosure agreement.
 - c. Notwithstanding the foregoing, Quickwork may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Quickwork may give Customer notice, if permitted by applicable law, of any such legal or governmental demand.
- ii. The [Privacy Policy](#) shall only apply to the Platform and the Website and does not apply to any Third-Party Application or other websites, or services linked to the Platform and/or Website or being recommended or referred to through the Platform or by any person at Quickwork.
- iii. Quickwork shall not be responsible or take any liability for the accuracy of data uploaded to the Platform by the Customer including, but not limited to Customer Data or any other data, materials or contents uploaded by the User.
- iv. Customer agrees to and recognizes the risk of exposure that hosting data online carries with itself including, but not limited to unauthorized disclosure, manipulation, deletion while accessing and using the Platform. The Customer assumes such risks and Quickwork offers no

representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

- v. Quickwork may, with or without notice, permanently erase Customer Data if the Customer's Account is delinquent, suspended or terminated for more than 30 days.
- vi. Customer shall not upload or transmit any data on Quickwork's Platform which is subjected to higher degree of protection under the applicable laws.

6. Intellectual Property Rights

- i. Quickwork retains all titles, rights, and interests in and to the Platform, Website, and Products and Services including, but not limited to all software, applications and services used to provide and operate the Platform, including any source code, improvements, enhancements, updates, modifications, or derivative works thereof, whether patentable or not.
- ii. Quickwork solely owns and retains all right, title, and interest in and to the Quickwork Brand.
- iii. Customer shall not claim any authority over the Intellectual Property of Quickwork or Quickwork Brand during or after the existence of this Agreement.

7. Feedback.

- i. "Feedback" shall refer to any suggestions or ideas for improving or modifying Quickwork's Platform, Website or any of the Products and Services.
- ii. Quickwork does not agree to treat any Feedback as confidential and nothing in this Agreement or any other Documentation or any dealing with the Customer or User shall restrict Quickwork's right to use, disclose, publish, highlight, hide or otherwise profit out of such Feedback, without any accrual of compensation or credits to the Customer or the User.

8. Confidentiality

- i. "Confidential Information" shall carry the meaning ascribed to it in the Definitions part of this Terms of Service.
- ii. Customer shall not use Confidential Information for any purpose other than the use of the Platform, and Products and Services in accordance with the Customer Order.
- iii. The Customer:
 - a. Shall only disclose Confidential Information to any agent, employee, or a contractor of the Customer on a need-to-know basis, provided, an appropriate non-disclosure agreement has been executed between them.

- b. Shall not disclose Confidential Information to any other third party without Quickwork's prior written consent.
 - c. Shall protect Confidential Information in the manner and with the same degree of care it uses to protect its own Confidential Information of similar nature and significance, but with no less than what is considered reasonable care.
 - d. Shall promptly notify Quickwork of any misuse or misappropriation of Confidential Information that comes to Customer's knowledge.
 - e. Notwithstanding the foregoing, the Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Quickwork prompt notice of any such legal or governmental demand and reasonably cooperate with Quickwork in any effort to seek a protective order or otherwise to contest such required disclosure.
 - f. Customer acknowledges and agrees that breach of this Article 8 would cause Quickwork irreparable harm, damage, or injury, for which monetary damages would not provide adequate compensation, and that without prejudice to any other remedy, Quickwork will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.
 - g. This Agreement does not transfer the ownership of any Confidential Information. Quickwork will retain all rights, titles, and interests in and to all Confidential Information.
- iv. Throughout the Term of this Agreement, and for a period of 5 (five) years following termination, neither party will use or divulge any Confidential Information of the other party except as provided herein.

9. Representations and Warranties

- i. Mutual Warranties: Without limiting any other representation, warranty, or covenant herein, each party hereby represents and warrants to the other party that:
 - a. It has the complete corporate power and authority to enter into this Agreement.
 - b. This Agreement is a valid and binding obligation of such a party.
 - c. It has obtained and shall maintain throughout the Term of this Agreement all required authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with all applicable laws, rules, and regulations.
- ii. Quickwork represents and warrants that it shall use processes and technology as per industry Standard which are designed to prevent attacks on its' Platform.

- iii. Quickwork shall maintain physical, technical, and administrative safeguards to protect Personal Data.
- iv. Quickwork Support: Quickwork shall undertake commercially reasonable efforts to offer and provide support to the Customer to use the Platform and, Products and Services as per Documentation in accordance with the Support Agreement located on the Website at <https://quickwork.co/support-agreement/>.
- v. Quickwork shall undertake commercially reasonable efforts to make the Quickwork Platform, Website, and Products and Services available to the Customer as per service levels and remedies in accordance with the Service Level Agreement located on the Website at <https://quickwork.co/service-level-agreement/>.
- vi. Other than the express warranties in Article 9, Quickwork makes no warranty, express or implied, with respect to any matter, including without limitation advertising and other services, and expressly disclaims the implied warranties or conditions of non-infringement, merchantability, and fitness for any specific purpose. Quickwork makes no warranties with respect to the results of or use of the Quickwork Platform or the Website or the Products and Services and the Customer assumes all risk and responsibility with respect thereto.

10. Indemnification

- i. Customer shall defend, indemnify, and hold harmless Quickwork, its affiliates and each of its and its affiliates' officers, directors, agents and employees from all liabilities, claims, and expenses (including reasonable attorneys' fees) paid or payable to any third party, that arise from or relate to any third-party claim including but not limited to:
 - a. Allegations that any Customer Data infringes or misappropriates such third party's Intellectual Property rights or proprietary rights.
 - b. Arising from Customer's use of the Quickwork Platform, Website, or Products and Services in violation of this Agreement, the Documentation, applicable law, or any other policies, as amended and made available/notified by Quickwork on their Platform and/or Website.

11. Limitation of Liability

- i. Quickwork's liability arising out of or related to this Agreement shall not exceed the amount actually paid by the Customer as Platform Fees to Quickwork in a period of 3 (three) months immediately preceding the date on which the Customer presents such a claim to Quickwork with respect to a breach of Quickwork's obligations as herein provided in this Agreement.

- ii. Under no circumstances, including, but not limited to, negligence, system failure or network outage, shall Quickwork or its affiliates be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages that result from this Agreement, even if such party or its authorized representative has been advised of the possibility of such liability for damages.
- iii. Quickwork shall have no liability for any claims, losses or damages arising out of or in connection with Customer's use of any Third-Party Applications, linked website or the products, services, software or other websites linked in the Platform.
- iv. The Quickwork Platform may provide links (or allow the User to provide links) (the "Linked Websites") that allow the User to leave the Quickwork Platform and/or access third party websites or access the Quickwork Platform through third party websites and the access of the Linked Websites by the User shall be governed by the terms of service and privacy policy of the applicable Linked Websites. The Linked Websites are not under the control of Quickwork, and it is not responsible for the contents of any Linked Websites, or any link contained in a Linked Website, or any changes or updates to such sites or the performance or security of such other sites. Quickwork is not responsible for any content of or transmission to or from any Linked Website. Quickwork provides these links only as a convenience or feature of the Quickwork Platform, and the inclusion of any link does not imply endorsement by Quickwork of the Linked Websites. Users may access any such third-party websites or access the Quickwork Platform through any third-party websites at the sole risk and discretion of the User.
- v. If applicable law limits the application of the provisions of this Article 11, the liability of Quickwork will be limited to the maximum extent permissible. For the removal of any doubt, Quickwork's liability limits and other rights set forth in this Article 11 apply likewise to Quickwork's affiliates, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. Term and Termination

- i. The term "Term" shall have the meaning prescribed to in the definitions part given above.
- ii. The Customer may terminate the Agreement by giving 30 (thirty) days prior written notice to Quickwork.
- iii. Either party may terminate this Agreement or any Customer Order if the other party:
 - a. fails to cure any material breach (including, without limitation, Customer's failure to pay the Platform Fees) of this Agreement within 30 (thirty) days after written notice of such breach; or
 - b. ceases operation without a successor; or

- c. seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter).
- iv. Upon termination of this Agreement, Quickwork shall cease Customer's access to the Platform, and Products and Services and Customer shall discontinue all use of the Platform and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement:
 - a. Any obligation of the Customer to pay the Platform Fees.
 - b. Articles 6 (IP), 7 (Feedback), 8 (Confidential Information), 9 (Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13 (Publicity), 14 (Miscellaneous) and any other provision of this Agreement that must survive to fulfill its essential purpose.

13. Publicity

- i. The Customer agrees to permit Quickwork to use Customer's name, trademarks, and service marks with use cases in order to identify as Quickwork's Customer on the Website, in Quickwork's marketing materials or in any other marketing and sales activities, unless that Customer notifies Quickwork in writing of its revocation of such permission.

14. Miscellaneous

i. No Agency:

Quickwork and Customer are independent contractors, and neither Quickwork nor Customer is an agent, representative or partner of the other. Quickwork and Customer shall each have sole responsibility for all acts and omissions of their respective personnel. Neither party shall have any obligation for any employee-related benefits or withholding taxes applicable to the other party's personnel performing services pursuant to this Agreement.

ii. Notice:

Any notices under this Agreement shall be in writing and shall be sent to the email address associated with the account (in the case of Customer) or to legal@quickwork.co (in the case of Quickwork) by electronic mail or nationally recognized express delivery courier service and deemed given upon receipt.

iii. Force Majeure :

No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

iv. Severability :

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

v. No Waiver:

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

vi. Choice of Law & Jurisdiction.

This Agreement shall be governed by the laws of India, without giving effect to principles of conflicts of law. Subject to the provisions of this Article 14(vi), this Agreement shall be subject to the exclusive jurisdiction of, and venue in, the courts of Mumbai, India.

vii. Dispute Resolution.

In event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of it, the parties shall further aim to resolve any such dispute mutually.

In the event the parties fail to resolve the dispute mutually, the parties then shall settle the dispute, controversy or claim in accordance with the Arbitration & Conciliation Act, 1996 together with any amendments, modifications, and re-enactments thereof. The arbitration panel shall consist of a single arbitrator mutually agreed by the parties or, in the absence of such agreement, designated by the Courts of Mumbai. The place of arbitration shall be Mumbai and all proceedings and submissions shall be in English. The decision and award of the arbitrator shall be binding on and enforceable against the parties. Each party waives any right to appeal such decision and award but retains the right to seek judicial assistance to compel arbitration, to obtain interim measures of protection pending arbitration and/or to enforce any decision of the arbitrator, including the final award.

viii. Conflicts and Inconsistencies

In the event of any conflict between this Agreement and any Quickwork policy posted online on the Platform or Website, including without limitation the AUP, Data Protection and Privacy Policy, the terms of this Agreement will govern.

ix. Amendment:

- a. Quickwork may amend this Agreement from time to time by posting an amended version on its Website/Platform.
- b. Customer's continued use of the Platform, and Products and Services after such amendment will confirm Customer's consent thereto.
- c. Quickwork may revise the Privacy Policy and AUP at any time by posting a new version of either at the Website/Platform, and such a new version will become effective on the date it is posted.

x. Entire Agreement.

This Agreement sets forth the entire agreement of the parties and supersedes all prior or agreements (whether in oral or written format), discussions, and negotiations with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

xi. Headings.

The article headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.