

## Terms of Service

### For Small & Medium Business ("SMB") Partners

Authbridge offers you ("**SMB Partner**") the opportunity to use the iBridge portal and undertake and have access to background verification services provided by us, AuthBridge Research Services Private Limited ("**ARS**") on the iBridge portal that may be required by you for verification of prospective candidates/employees ("**services**").

By Agreeing to the terms of use hereunder, you agree to be bound by all the terms of this agreement. if you are entering into this agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to this agreement, in which case the terms "you" and "your" shall refer to that entity. If you do not have the authority or do not agree to all the terms of this agreement, you may not access or use our services on iBridge.

ARS reserves the right to update or change this Agreement at any time and for any reason without notice to you, and you agree that by continuing to use the Services after we make any changes to this Agreement, you will be bound by the then current version of this Agreement. You further agree that you will not challenge the validity, enforceability or admissibility of this Agreement on the grounds that you agreed to it electronically.

### 1. Terms of Use of Services

- a. You, at the time of availing any Services from iBRIDGE shall be deemed to have read, understood and expressly accepted the terms and conditions of this Agreement, which shall govern the use of Services by you on iBRIDGE, any desired transaction or provision of any Services by ARS for all purposes, and shall be binding on you. All rights and liabilities of you and/or ARS with respect to any Services to be provided by ARS shall be restricted to the scope of this Agreement.
- b. For the removal of doubts, it is clarified that availing of the Services by you constitutes an acknowledgement and acceptance by you of this Agreement. If you do not agree with any part of such terms, conditions and notices, you must not avail ARS's Services.
- c. You are of legal age to enter into a binding contract and are not a person barred from availing the Services under the laws of India or other applicable law.
- d. You will utilize the Services only in accordance with the rights of use granted by this Agreement and shall prevent access to reports and logins to applications provided by ARS to anyone other than your employees or authorized agents or individuals who have a need to know it as a part of their official duties;
- e. You will use the Services solely and exclusively for its own employment/ recruitment purposes only or of your clients and for no other purposes. You further undertake to hold the information accessed through iBRIDGE in strict confidence and not modify, copy, share, disclose, part with or resell such information received from iBRIDGE to any third party;
- f. On each occasion that you wish to conduct verification of any particular individual, you shall obtain a formal consent from relevant individual whose Background screening/ verification is being conducted using the Services, in a template annexed herein under as Annexure A, which consent shall be uploaded on iBRIDGE;
- g. You shall indemnify us against any and all losses, liability, damage, costs, charges, fines, demands and

expenses incurred (including reasonable legal expenses and costs) by us arising out of any claim made against ARS or its group companies by a third-party in relation to the absence, withdrawal or expiry of such consent;

- h. It is mandatory for you to mention the name of organization on whose behalf you are conducting verification on iBRIDGE;
- i. You are knowledgeable in the jurisdiction(s) in which you operates as to the state and/or local laws, ordinances, statutes and regulations which may apply to your use of the Services hereunder;
- j. You shall utilize the Services and data from iBRIDGE in accordance with the terms and conditions of this Agreement and you shall comply at all times with all applicable laws, ordinances and regulation regarding the use of the Services that may be applicable to you in the jurisdiction in which you operate including data protection laws in its use of the Services including but not limited to the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time;
- k. You expressly undertakes to provide only correct and valid information while requesting for any Services under this agreement or while providing data for verification on iBRIDGE and not to make any misrepresentation of facts at all. You will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by you to ARS.
- l. ARS shall rely on the accuracy of such information without need to ascertain its truthfulness unless the information, on its' face, appears untrue and unreasonable. In case ARS discovers or has reasons to believe at any time during or after receiving a request for Services from you that the request for Services is either unauthorized or the information provided by you is not correct or that any fact has been misrepresented by you, ARS in its sole discretion shall have the unrestricted right to take any steps against you, including cancellation of the transaction or Services, etc. without giving you any prior intimation. In such an event, ARS shall not be responsible or liable for any loss or damage that may be caused to you as a consequence of such cancellation of transaction or Services.
- m. You shall unequivocally indemnifies ARS of any such claim or liability and shall not hold ARS responsible for any loss or damage arising out of measures taken by ARS for safeguarding its own interest and that of its genuine customers. This would also include ARS denying/cancelling any transactions or Services on account of suspected fraud transactions;
- n. You will maintain technical and organizational security measures and procedures as per the applicable laws to prevent unauthorized disclosure or usage of logins to applications provided by our systems, by any unauthorized persons;
- o. You acknowledge and agree that control of and security of log in IDs, identification codes and passwords used to access the Services on iBRIDGE (collectively the **"Verifier ID"**) are your sole responsibility and you are fully responsible for all activities that occur while using your Verifier ID. ARS will have no liability whatsoever to you for any losses (whether direct, indirect or consequential) emanating from the use of the Verifier ID by persons not authorized by you in this regard;
- p. You will inform us immediately on becoming aware of any unauthorized use and/or disclosure of the Verifier ID, or if any equipment used by you to access the Services is stolen;
- q. From time to time iBRIDGE may issue a new Verifier ID. Any new Verifier ID will take effect 24 hours after notice to you of the new Verifier ID.
- r. iBRIDGE may invalidate or otherwise suspend use of the Verifier ID, immediately temporarily/ indefinitely, if:
  - I. You are in breach of its obligations as is mentioned in this Agreement; or

- II. ARS is unable to verify or authenticate any information provided by you;
  - III. ARS believes that your actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for ARS; or
  - IV. ARS is notified, or become aware, of any unauthorized or improper use of the Verifier ID by you or any third party, or of the fact that any iBRIDGE Equipment and/or iBRIDGE Materials used to access the Services has been stolen.
- s. ARS may at any time in its sole discretion reinstate you after the suspension. Once you have been indefinitely suspended, you shall not register or attempt to register with iBRIDGE or use the online portal for iBRIDGE in any manner whatsoever until such time that you are reinstated by ARS. Notwithstanding the foregoing, if you breach this Agreement, ARS reserves the right to recover any amounts due and owing by you to ARS and to take strict legal action as ARS deems necessary.
  - t. You shall allow us (by ourselves or through an auditor appointed by us) to audit your Operations and your systems in terms of this Agreement and access to iBRIDGE.
  - u. You will satisfy all the conditions mentioned in this Agreement which are required to be fulfilled by you for your use of the Services. within 24 hours of such discovery. ARS shall promptly liaise with concerned sources, if possible, in case of an appeal raised on potentially doubtful search result by you. Any appeal raised after 24 hours of a search will be charged as a new search as per the pricing provided on the online portal of iBRIDGE.

## 2. iBridge Usage

- a. We shall provide you with login details (created for a specific user at your site) of iBRIDGE restricted to a single IP Address or contact information of its staff which can be contacted for the purpose of using searches on data managed by us.
- b. You shall access iBRIDGE online, only for the purpose of carrying out background screening/ verification of individuals for the purpose of employment/ recruitment of such individuals within your own organization or that of your Clients.
- c. You shall not disclose the information obtained through iBRIDGE to any third party including but not limited to your sister concerns, parent company, subsidiary companies except your client for which the employment verification is being conducted or for the employment verification of the individual that you may be hiring.
- d. If in course of using iBRIDGE for any search, you may feel that the results are incorrect, you must raise an appeal for re-verification within 24 hours of such discovery. ARS shall promptly liaise with concerned sources, if possible, in case of an appeal raised on potentially doubtful search result by you. Any appeal raised after 24 hours of a search will be charged as a new search as per the pricing provided on the online portal of iBRIDGE.
- e. All approvals and permissions (including but not limited to consent/authorization of the individuals being checked) shall be obtained prior to accessing iBRIDGE. You shall upload these onto iBRIDGE. In the event you not being able to provide the consent/ authorization, ARS shall assume that you have obtained such authorization and thereafter you shall take full responsibility for any breach of obligations/regulations related to privacy.
- f. ARS shall not be liable for any delay, downtime or other failure of performance in respect of your access to iBRIDGE.
- g. ARS reserves the right, in its sole discretion, to terminate the access to the online portal of iBRIDGE

and the related Services or any portion thereof at any time, without notice, for general maintenance or for any reason whatsoever. ARS shall not be responsible for any losses suffered by you or any consequent claims for damages arising on this account.

- h. You shall be responsible for any misuse of login(s) provided to you by ARS. You shall comply with the terms and conditions provided herein.
- i. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Service is done entirely at your own discretion and risk and you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material and/or data. Nevertheless, ARS will always make its best endeavors to ensure that the content on its online portal or other information channels are free of any virus or such other malwares.
- j. You acknowledge that ARS provides Services with reasonable diligence and care. ARS endeavors its best to ensure that you do not face any inconvenience. However, at some times, the information, software, products, and services included in or available through the online portal of iBRIDGE may include inaccuracies or typographical errors which will be immediately corrected as soon as ARS notices them. Changes are/may be periodically made/added to the information provided as such. ARS may make improvements and/or changes on iBRIDGE and/or the online portal at any time without any notice to you. Any advice received except through an authorized representative of ARS via the online portal should not be relied upon for any decisions.
- k. Furthermore, You agree that it will not: Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any portion of ; Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the online portal/site other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Internet Explorer); Attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of ; Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part thereof; Actually or attempt to commit transaction fraud; Use or attempt to use the Service as anyone other than yourself; or Falsely state any registration and/or your information including your name, contact information and the company you work for.

### **3. Service Fees & Payment Terms**

- a. The Service Fees shall be paid by you at the time of using the online portal of iBRIDGE for the background screening/ verification and in accordance with the pricing generated upon your data search on the online portal. You will be obliged to pay the Service Fees and Other Charges and Taxes as mentioned on the online portal along with all Taxes, before generation or a request for verification and of any reports for your respective data search.
- b. The payments shall be made by you through the payment gateway available on the online portal.
- c. ARS reserve the right to put all of your work/searches on hold till such times that the payments for the Service Fees are made by you in accordance with those available on the online portal.
- d. ARS reserves the right to alter any and all fees from time to time, without any notice.
- e. The Client acknowledges and agrees that money recharged in the Client's pre-funded wallet or account, as applicable, is strictly non- refundable at all times, except in an event where the Service Provider is

constrained from providing all the Services opted by the Client. The Client understands that no refund or credit shall be issued in respect of any balance in the Client's pre-funded wallet or account if the Client elects to discontinue undertaking the Services from the Service Provider. The Parties agree that this provision reflects the agreed-upon allocation of risk and consideration for the Service Provider's commitment to provide services hereunder, and the Client's election to cease the contractual relationship prematurely.

#### 4. Confidentiality & Publicity

- a. For the purpose of this clause, the party disclosing Confidential Information shall be referred to as the "Disclosing Party" and the party receiving such Confidential Information shall be referred to as the "Receiving Party".
- b. The Receiving Party hereby acknowledges and agrees that any and all confidential information howsoever related to the business and affairs of the Disclosing Party which may be supplied to the Receiving Party by or on behalf of the Disclosing Party and/or which may be made available to the Receiving Party by the Disclosing Party or any of its advisors, officers or employees or otherwise learned by the Receiving Party in the course of the provision of Services under this Agreement will be treated by the Receiving Party as being information of a confidential nature (**"Confidential Information"**) which is the absolute property of the Disclosing Party.
- c. The Receiving Party shall:
  - I. Not use any of the Confidential Information under this Agreement otherwise than for the purpose of performing its obligations and exercising its rights
  - II. At all times during and after the contract term maintain the confidentiality of the Confidential Information and any copies, photographs, drawings or recordings of any type whatsoever of any of the Confidential Information
  - III. Only make available the Confidential Information to such of its employees, contractors, agents and professional advisors as required to perform the obligations under this Agreement and further have been informed by the Receiving Party of the confidential nature of the Confidential Information and of their obligations in respect thereof and
  - IV. Forthwith on request of the Disclosing Party and in accordance with such request or upon termination of this Agreement either (1) return to the Disclosing Party all of the Confidential Information together with all copies, notes or records derived there from and without retaining any copies of the same or (2) destroy all of the Confidential Information which is together with all copies, notes or records derived there from including anything stored in electronic medium.
- d. This Clause does not pertain to the information which was known to the Receiving Party prior to its being so supplied or made available or which is now in or in the future enters the public domain otherwise than by the reason of any breach of this undertaking or which is required by law to be disclosed by the Receiving Party or which is obtained by the Receiving Party from any third party and which has lawfully been in such third party's possession.
- e. You will not publicize the terms of this Agreement in any advertising, marketing or promotional materials. The only exception to this is where disclosure is required by law, provided you will obtain any confidentiality treatment available and intimates us of the said requirement at the earliest so that we may seek a protective order or other appropriate remedy against the same.
- f. Notwithstanding the above, you will grant us the right to use your name in our marketing or

promotional material, as a part of our list of clients.

- g. Notwithstanding the foregoing, ARS may retain and reuse the information provided by You and that is generated in the course of provision of Services within its databases, pertaining to the verification conducted on iBRIDGE to query the data so stored in order to verify or detect fraudulent transactions.

## 5. Intellectual Property

- a. You acknowledge and agree that the copyright, trademarks and other intellectual property rights subsisting in our products and services, including iBRIDGE, the data and the manner in which we or iBRIDGE presents its Data are the property of ARS and shall always remain vested in ARS and are provided to You only for the purpose of its limited use under this Agreement.
- b. Neither party grants to the other party any rights in its intellectual property unless expressly provided for in this Agreement.
- c. You acknowledge that any actual or potential infringement by you or your associates, directors, employees, vendors, related parties etc. of our intellectual property rights may not be adequately compensated by recovery of monetary damages and accordingly agree that in addition to any other right or remedy that we may have, we shall be entitled to an injunctive relief to restrain any actual or anticipated infringement thereof. You will indemnify us in full against all loss, damage, costs and expense (including loss of business) and reasonable legal costs which may be incurred by reason of any such actual or potential infringement by you of our intellectual property.

## 6. Representation, Warranties & Disclaimer

- a. Each Party represents that they are duly authorized to and have all necessary corporate or legal consents to enter into this Agreement.
- b. We warrant that we will (a) use our best endeavors to provide the Services in such a way as to preserve the security and integrity of your data and prevent any corruption or loss of such data; and (b) comply with all applicable data protection laws including Information Technology Act, 2000, as amended from time to time while rendering Services to you.
- c. You represent and warrant that you will fulfil all your obligations under this Agreement. Any failure by you to undertake or fulfil any of your obligations or representations or warranties under this Agreement shall be considered a material breach by you of this Agreement.
- d. **Disclaimer** : The services are provided "as-is" and "as-available". We and our suppliers expressly disclaim all warranties and representations whatsoever with respect to the services provided under this agreement, whether such warranties and representations are express or implied in fact or statutory or otherwise, contained in or derived from services provided hereunder or any other materials or communications whether oral or written, including without limitation the implied warranties of accuracy, completeness, title, merchantability, non- infringement or fitness for a particular purpose. We further expressly disclaim that our services will meet your needs or that the services shall be provided on an uninterrupted basis.
- e. **No Representations** :You agree that, in entering into this agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or if you did rely on any representations, (whether written or oral), not expressly set out in this agreement, that you shall have no remedy in respect of such representations and (in either



case) neither party shall have any liability otherwise than in accordance with the express terms of this agreement.

- f. If you do not agree with any of the terms of this Agreement, you are advised not to use iBRIDGE or any data obtained from iBRIDGE or otherwise use any of the contents, pages, information or any other material provided on the online portal of iBRIDGE by ARS. Your sole and exclusive remedy in case of disagreement, in whole or in part, of this Agreement, is to discontinue using the Services after notifying ARS in writing.

## **7. Indemnification**

- a. You shall at all times, indemnify ARS and its affiliates and hold ARS and its affiliates harmless from and against any liabilities, damages, losses, claims, costs and expenses, including reasonable legal fees which may be incurred by ARS and its affiliates arising out of or resulting from any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to this Agreement, including any use or mis-use of Services provided under this Agreement.
- b. You shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and ARS cannot be held responsible for the same.

## **8. Limitation of Liability**

- a. We are neither the author nor the creator of any information forming part or the data available on iBRIDGE. The Services provided under this Agreement consists of data compiled repositories, other companies and third-party information providers over which we exercise no control. Accordingly, we can in no way warrant or guarantee the absolute accuracy, validity or completeness of the said data.
- b. ARS shall not be liable to you for any direct, indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages resulting from your use or inability to use the online portal of iBRIDGE or its content or any of the Services provided therein, including but not limited to, loss of profits or loss of data, loss of revenue or loss of goodwill, whether incurred as a result of negligence or otherwise, irrespective of whether ARS has been advised of the possibility of the incurrence by you of any such damages or any damages resulting from the use or misuse of any information provided by you or from the non-fulfillment of any Services requested to be performed by you on the online portal for iBRIDGE.
- c. Notwithstanding anything stated elsewhere in the Agreement, our liability for damages incurred in connection with Services provided pursuant to this Agreement, whether arising for breach of contract, tort, negligence or howsoever on our part or our affiliates, shall not exceed, in the aggregate, the amount paid to ARS by you for the Service to which a given claim relates provided pursuant to this Agreement.

## **9. Relationship**

- a. Nothing contained in this Agreement is intended to create, nor shall it be construed to create, a relationship generally or making an application to a court of competent jurisdiction for protection from its creditors generally or; (v) if the other party's performance during a Force Majeure Event is not

resumed within 90 days of its suspension under the provisions of Clause 13(b) (Force Majeure)

- b. We shall have the right to terminate this Agreement if you are unable to make payments due to ARS for any reason whatsoever for the Services provided by us in accordance with this Agreement.
- c. Consequence of Termination: Following the termination of this Agreement for any reasons, you shall pay to ARS, Service Fees and charges for any agreed Service provided to you up to the date of termination of this Agreement, such Service Fees and Charges being the previously agreed Service Fees and Charges for such Services
- d. Termination of this Agreement does not affect a party's accrued rights and obligations at the date of termination. The terms which by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination and expiration including without limitation the clauses relating to (CONFIDENTIALITY), (CONSEQUENCES OF TERMINATION), (INDMENIFICATION).between the Parties other than that of two independent Parties contracting with each other solely for the purpose of effectuating the provision of this Agreement. No Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

## 10. Term

- a. This Agreement, along with the amendments made in it from time to time, shall commence on the Effective Date, which shall be the date on which you agree to the Terms of Use herein and shall continue for as long as you will be using the Services on iBRIDGE.

## 11. Termination

- a. This Agreement may be terminated by either Party upon notice to the other Party upon:
  - I. the other party committing a breach of any of the terms and conditions set out in this Agreement provided that where such breach is capable of remedy the other party has been notified in writing of the breach and has not cured it within thirty (30) days of receipt of such notice;
  - II. the passing by the other party of a resolution for its winding-up (except in connection with a bona fide business re-organization) or the making by a court of competent jurisdiction of an order for the winding-up of the other party or the dissolution of the other party;
  - III. the making of an administration order in relation to the other party or the appointment of a receiver or an administrative receiver over, or the taking of possession or sale by an encumbrance of, any of the other party's assets;
  - IV. the other party making an arrangement or compromise with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally or; (v) if the other party's performance during a Force Majeure Event is not resumed within 90 days of its suspension under the provisions of Clause 13(b) (Force Majeure)
- b. We shall have the right to terminate this Agreement if you are unable to make payments due to ARS for any reason whatsoever for the Services provided by us in accordance with this Agreement.
- c. Consequence of Termination: Following the termination of this Agreement for any reasons, you shall pay to ARS, Service Fees and charges for any agreed Service provided to you up to the date of termination of this Agreement, such Service Fees and Charges being the previously agreed Service Fees and Charges for such Services
- d. Termination of this Agreement does not affect a party's accrued rights and obligations at the date of



termination. The terms which by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination and expiration including without limitation the clauses relating to (CONFIDENTIALITY), (CONSEQUENCES OF TERMINATION), (INDMENIFICATION).

## 12. General

- a. **ENTIRE AGREEMENT** : This Agreement and any documents referred to herein constitutes the entire agreement and understanding between the parties and shall supersede all previous agreements between the parties relating to the subject matter hereof.
- b. **FORCE MAJEURE** :Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. Subject to the affected party promptly notifying, the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists provided that if performance is not resumed within 90 days after that notice the other party may by notice in writing terminate this Agreement.
- c. **ASSIGNMENTS** :You shall not assign this Agreement, in whole or in part. Any attempt by you to assign or transfer this Agreement will be null and void. We may at any time involve any of our associated companies, successors or assigns as subcontractors under this Agreement.
- d. **SEVERABILITY** :If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part shall be stricken from this Agreement and such provision or part shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provisions shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- e. **WAIVER** :he failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.
- f. **OUTSOURCING AND SUB-CONTRACTING** :Notwithstanding anything contained herein, ARS may outsource or sub-contract part or whole of its services to one or more third parties for verification purposes including but not limited to performing verifications or retrieving public record information.
- g. **ESCALATION OF DISPUTES, GOVERNING LAW AND JURISDICTION:**
  - a. Any dispute arising out of or in connection with this Agreement shall be referred by written notice first to the authorized representative of each Party who shall meet and endeavor to resolve the dispute between them within five (5) business days of such notice.
  - b. Failing resolution of the dispute, the matter shall be referred to a senior representative of each Party who shall meet and endeavor to resolve the dispute between them within ten (10) business days of such notice.
  - c. All disputes and differences that may arise between the parties hereto in respect of any of the covenants of this Agreement or any interpretation thereof and that are not resolved amicably shall be resolved by arbitration of a sole arbitrator appointed by ARS, who shall conduct the

proceedings in accordance with the Arbitration and Conciliation Act, 1996 as amended in 2015 including any modification/ amendment and re-enactment thereof in force from time to time.

- d. The place of arbitration shall be New Delhi and the governing laws shall be the laws prevailing in India. (v) The Courts at New Delhi shall have exclusive jurisdiction to try any matter arising out of the Agreement.
- h. **NOTICES** :Any notice, approvals, permissions or other information required or authorized by this Agreement to be given shall be in writing and addressed at enquiry@iBRIDGE.com
- i. **HEADINGS** :The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, terms and conditions, notices, or the right to use iBRIDGE by you or any other section or pages of the online portal or any provision hereof in any manner whatsoever.
- j. **MODIFICATION OF TERMS OF USE** :ARS reserves the right to change the terms, conditions, and notices under which ARS offers the access to iBRIDGE and the Services under this Agreement, including but not limited to the charges. You are responsible for regularly reviewing these terms and conditions.

### 13. Taxes Applicable in India

- a. If you are located in India, starting July 1 2017, you will be charged a Goods and Services tax (GST) on all the purchases you make. GST is the new tax law that replaces current indirect taxes such as service tax, Value Added Tax, excise tax, certain state and central cesses taxes in India. This is a dual taxation model where both the Indian states and Indian central government apply tax on services and goods. GST consists of 3 types of taxes: central tax, state tax and integrated tax. AuthBridge's location that provides the services and your purchase location determine which tax will be applied to your purchase. These are the rates:
  - Central GST (CGST) rate: 9%
  - State GST (SGST) rate : 9%
  - Integrated GST (IGST) rate: 18%**Note** : Advertisers with a bill-to address in Haryana (i.e. Intra-state service) will be charged CGST + SGST rates. All others are charged the IGST rate.
  - GST for SEZ clients is 0%
  - GST rate is subject to change according to government regulations
- b. If you are receiving services from AuthBridge Research Services Pvt. Ltd. then your tax ID will determine which tax is applied to your purchase. Goods and Services Tax Identification Number (GSTINs) are mandatory for business accounts, but optional for individual accounts. About Tax Deducted at the Source (TDS) TDS certificates are required every quarter. (More information can be found on the Income Tax Department of India website.) Certificates for quarters ending in June, September, December, and March need to be issued by July 30th, October 30th, January 30th, and May 15th, respectively. No TDS certificates for the previous financial year will be accepted if sent after April 30th of the current financial year. For example, all certificates for fiscal year 2017-18 should be sent no later than April 30, 2018.
- c. Sending Tax Deducted at the Source (TDS) certificate: If your account uses monthly invoicing, send a digital copy of the TDS certificate (either electronically signed or a PDF scan of the signed certificate) directly to accounts@authbridge.com If your account uses manual or automatic payments, use the following to send us the TDS certificate: Either send an electronically signed TDS certificate to us by

email. Once the credit amount has been approved, it'll be added to your account;

**OR**

Send a signed hard copy of your TDS certificate to the following address. AuthBridge Research Services Pvt. Ltd. Plot No. 123, II Floor, Udyog Vihar, Phase IV - Gurgaon - 122 015 HARYANA, INDIA

- d. Once you've sent the documents, contact us by email with the following details to get the credit:
1. A digital copy of the TDS certificate (either electronically signed or a PDF scan of signed TDS certificate)
  2. Courier delivery receipt details
- AuthBridge's Permanent Account Number (PAN) is "AAFCA3384H"
- How much TDS The current rate of TDS for verification related payments to AuthBridge Research Services Private Limited is 10% excluding GST. However, the rate of TDS is subject to change according to government regulations.