

TERMS AND CONDITIONS

Last updated on: 26/06/2020

Website Covered: <https://legalextt.com/>

THIS AGREEMENT: The use of this website and services on this website owned by the parent company Destek Infosolutions (hereinafter referred to as “**Company**”) are subject to the following Terms & Conditions (hereinafter the “Terms of Service”), all parts and subparts of which are specifically incorporated by reference here together with the Privacy Policy. Following are the Terms of Service governing your use of <https://legalextt.com/> (the “**Website**”), all pages on the Website and any services provided by or on this Website (“**Services**”).

By accessing either directly or through a hyperlink, the Website, and/or purchasing something from us, you engage in our “Service” and agree to be bound by the Terms of Service including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of this site, including without limitation vendors, buyers, customers, merchants, browsers and/or contributors of content. You acknowledge and agree that the Website may use your personal information in the manner described in our Privacy Policy which sets forth how information about you is collected, used and stored.

1. DEFINITIONS

The parties referred to in these Terms of Service shall be defined as follows:

- (a) “**Agreement**” means this User Agreement, the original Sign up Form, any subsequent billing changes, whether written or submitted online via Legalnextt’s service, and any materials available on <http://www.LegalNextt.com> specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may

be updated by LegalNextt from time to time in its sole discretion pursuant to the provisions of this Agreement;

- (b) **Company, Us, We:** The Company, as the creator, operator and publisher of the Website, makes the Website, and certain Services on it, available to users. Destek Infosolutions, Company, Us, We, Our, Ours and other first person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- (c) **You, the user, the Client:** You, as the user of the Website, will be referred to throughout these Terms of Services with second-person pronouns such as You, Your, Yours, or as User or Client. For the purpose of these Terms of Service, the term “User” or “You” shall mean any natural or legal person who is accessing the Website. The term “Your” shall be construed accordingly.
- (d) **Parties:** Collectively, the parties to these Terms of Service (the Company and You) will be referred to as Parties.
- (e) **“Terms”** means these Terms and Conditions, the Additional Terms and Conditions and the Website Terms of Use if you purchase a Course via the Website;
- (f) **“Client Data”** means any of Grantee’s customer’s or other individual’s personal data, credit data, biometric data, transaction data, system data, other data, information or material that Grantee accepts, utilizes, processes or collects from customers or individuals and/or submits to LegalNextt in the course of using the Service;
- (g) **“Content”** means the information, documents, software, products and services made available under this Agreement to Grantee and any User in connection with their use of the Service;
- (h) **“LegalNextt”** means a subsidiary company of Destek Infosolutions Pvt. Ltd., incorporated under Indian Companies Act, 2013 having its

registered office at Office 702, B - Wing, East Court, Phoenix Marketcity, Viman Nagar, Pune - 411014, Maharashtra, India.

- (i) **“Intellectual Property Rights”** means all rights, title and interest in and to the Content, the Service and all copyrights, patents, trade secrets, trademarks, service marks or other intellectual property or proprietary rights and any corrections, bug fixes, improvements, enhancements, updates, releases, or other modifications, including custom modifications made by LegalNextt relating thereto, and the media on which same are furnished;
- (j) **“Service(s)”** means the specific edition of LegalNextt, or other offerings developed, operated, and maintained by LegalNextt, accessible via <http://www.legalnextt.com/> or another designated web site or IP address, or ancillary services rendered to Grantee by LegalNextt such as LegaNet & LegaConnectt, to which Grantee is being granted access under this Agreement.

2. ASSENT & ACCEPTANCE

LegalNextt provides services to you subject to the following Terms and Conditions, which may be updated by us from time to time without notice to you. By accessing and using LegalNextt, you accept and agree to be bound by the terms and provision of the User Agreement. If you do not agree to be bound by these Terms of Service, please leave the website immediately. In addition, when using particular LegalNextt owned or operated services, you and LegalNextt shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the User Agreement. LegalNextt may also offer other services that are governed by different Terms of Service. In such cases the other terms of service will be posted on the relevant service to which they apply.

3. AGE RESTRICTION

You must be at least 18 (eighteen) years of age to use this website or any services contained herein. By using this website, you represent and warrant that you are at least 19 years of age and may legally agree to these Terms of Service. The Company assumes no responsibility or liability for any misrepresentation of your age.

4. ABOUT LEGALNEXTT

LegalNextt provides you with a forum to interact with lawyers and professionals who have registered on this website as well as LegaConnect and LegaNet. You understand and agree that information provided on our website is for informational purpose only, and does not constitute legal advice. "Legal advice" is the application and interpretation of law to an individual's specific circumstances, and is expressly prohibited on websites. You understand and agree that you will not rely on the information presented on LegalNextt for your specific situation, and that you will seek legal counsel for your own situation. You understand that our websites may not verify licenses of lawyers and professionals who have registered on our websites to provide legal information to users, and that it is your sole responsibility to verify a lawyer's licence and credentials before making a decision to hire such a lawyer or professional. You understand that our websites are not an advertising service for lawyers, and that the lawyer listings on our websites do not constitute a referral or endorsement by our websites.

You understand and agree that our websites may include certain communication, such as service announcements, administrative messages, newsletters, and that these communications are considered part of our websites membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or

enhance the current LegalNextt services, including the release of new LegalNextt properties, shall be subject to the User Agreement. You understand and agree that our website assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communication or personalization settings. In addition, you must provide and are responsible for all equipment necessary to access our websites.

You understand that the technical processing and transmission of LegalNextt, including your Content, may involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The Website does not screen or censor the users who register and access the Website. You assume all risks associated in dealing with other users with whom you come in contact through our website. You agree to use the website only for lawful purposes without infringing the rights or restricting the use of the website by any third party.

5. LICENSE TO USE WEBSITE

The Company may provide you with certain information as a result for your use of the website or service. Such information may include, but is not limited to, documentation, data or information developed by the Company, and other materials which may assist in your use of the website or services (“Company Materials”). Subject to these Terms of Service, the Company grants you a non exclusive, limited, non transferable and revocable license to use the Company materials solely in connection with your use of the website and services. The Company materials may not be used for any other purpose and this license terminates upon your cessation of use of the website or services or at the termination of these terms of service.

You agree not to collect contact information of other users from the website or download or copy any information by means of unsolicited access so as to communicate directly with them or for any reason whatsoever.

Any unauthorised use by you shall terminate the permission or license granted to you by the website and you agree that you shall not bypass any measures used by the Company to prevent or restrict access to the website.

6. INTELLECTUAL PROPERTY

(a) You acknowledge and agree that LegalNextt Practise Mangement Tool and any necessary software used in connection with LegalNextt ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws (Company IP). You further acknowledge and agree that Content contained in advertisements or information presented to you through LegalNextt or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by LegalNextt or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform, or create derivative works based on LegalNextt, such Content or the Software, in whole or in part, through electronic means or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs).

(b) LegalNextt grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise

transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to LegalNextt. You agree not to access LegalNextt by any means other than through the interface that is provided by LegalNextt for use in accessing LegalNextt.

- (c) In order to make the website and services available to you, you hereby grant the Company a royalty free, non exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload or otherwise make available to the website (“your content”). The Company claims no further proprietary rights in your content.
- (d) LegalNextt respects the intellectual property of others, and we ask our users to do the same. LegalNextt may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes intellectual property infringement, or your intellectual property rights have been otherwise violated, please provide LegalNextt's legal team the following information:
 - (i) an electronic or physical signature of the person authorized to act on behalf of the Company of the intellectual property interest;
 - (ii) a description of the intellectual property that you claim has been infringed;
 - (iii) a description of where the material that you claim is infringing is located on the site;
 - (iv) your address, telephone number, and email address;
 - (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property Company, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property Company or authorized to act on the copyright or intellectual property Company's behalf.

LegalNextt's legal team for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: LegalNextt, office no. 702, B Wing, East Court, Phoenix Marketcity, Viman Nagar, Pune - 411014, Maharashtra, India

By email: letstalk@legalnextt.com

7. USER OBLIGATIONS

As a user of the website or services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the website and services. You must not share such identifying information with any third party and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information, or using ground for immediate termination of these Terms of Service. The Company reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

8. PAYMENT & FEES

Should you register for any of the paid services on this website or purchase any product or service on this website, you agree to pay us the specific monetary amounts required for that product or those services. These monetary amounts (“**Fees**”) will be described to you during your account registration and/or confirmation process. The final amount required for payment will be shown to you immediately prior to purchase. Payment for any ongoing services is billed automatically until you notify us that you would like to terminate your access to the services.

We reserve the right to refuse service or refuse to sell the products in the website at our sole discretion to anyone for any reason at any time.

9. ACCEPTABLE USE

You agree not to use the website or services for any purpose prohibited under this clause. You agreed not to use the website or services in any way that could damage the website, services or general business of the Company.

(a) You further agree no to use the website or services:

- (i) To harass, abuse, or threaten others or otherwise violate any person’s legal rights;
- (ii) To violate any intellectual property rights of the Company or any third party;
- (iii) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- (iv) To perpetrate any fraud;
- (v) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (vi) To publish or distribute any obscene or defamatory material;

(vii) To publish or distribute any material that incites violence, hate or discrimination towards any group;

(viii) To unlawfully gather information about others.

You are prohibited from using the site or its content:

(a) For any unlawful purpose;

(b) To solicit others to perform or participate in any unlawful acts;

(c) To infringe or any third party's intellectual property or proprietary rights, or rights of publicity or privacy, whether knowingly or unknowingly;

(d) To violate any local, federal or international law, statute, ordinance or regulation;

(e) To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;

(f) To submit false or misleading information or any content which is defamatory, libelous, threatening, unlawful, harassing, indecent, abusive, obscene or lewd and lascivious or pornographic, or exploits minors in any way or assists in human trafficking or content that would violate rights of publicity and/or privacy or that would violate any law;

(g) To upload or transmit viruses or any other type of malicious code that will or may transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet;

(h) To collect or track the personal information of others;

(i) To damage, disable, overburden, or impair the website or any other party's use of this website;

(j) To spam, phish, pharm, pretext, spider, crawl or scrape;

- (k) For any obscene or immoral purpose; or
- (l) To interfere with or circumvent the security features of the service or any related website, other Internet;
- (m) To personally threaten or has the effect of personally threatening other users.

We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses. The company has the full authority to review all content posted by users on the website. You acknowledge that the website is not responsible or liable and does not control the content of any information that may be posted to the website by you or other users of the website and you are solely responsible for the same. You agree that you shall not upload, post, or transmit any content that you do not have a right to make available (such as, the intellectual property of another property).

You agree to comply with all applicable laws, statutes and regulations concerning your use of the website and further agree that you will not transmit any information, data, text, files, inks, software, chats, communication or other materials that is abusive, invasive of another's privacy, harassing, defamatory, vulgar, obscene, unlawful, false, misleading, harmful, threatening, hateful or racially or otherwise objectionable, including without limitation material of any kind of nature that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, provincial, national, or international law or regulation, or encourage the use of controlled substances.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful,

offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property of these Terms of Service.

You may not use our products for any illegal or unauthorized purpose nor may you, in the service, violate any laws in your jurisdiction (including but not limited to copyright laws).

10. COMMUNICATION

You understand and agree that our websites may include certain communication, such as service announcements, administrative messages, newsletters, and that these communications are considered part of our websites membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current LegalNextt services, including the release of new LegalNextt properties, shall be subject to the User Agreement. You understand and agree that our website assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. In addition, you must provide and are responsible for all equipment necessary to access our websites.

11. PRIVACY INFORMATION

Through your use of the website and services, you may provide us with certain information. By using the website or the services, you authorize the Company to use your information in India and any other country where we may operate.

- a) Information we may collect or receive: when you register for an account, you provide us with a valid email address and may provide us with additional information, such as your name or billing information. Depending on how you use our website or services, we may also

receive information from external applications you use to access our website, or we may receive information through various web technologies such as cookies, log files, clear gifs, web beacons or others.

- b) How we use information: we use the information gathered from you to ensure your continued good experience on our website, including through email communication. We may also track certain of the passive information received to improve our marketing and analytics, and for this, we may work with 3rd party providers.
- c) How you can protect your information: if you would like to disable our access to any passive information we receive from the use of various technologies, you may choose to disable cookies in your web browser. Please be aware that the Company will still receive information about you that you have provided, such as your email address.

13. SALE OF SERVICES

The Company may sell services or allow third parties to sell services on this website. The Company undertakes to be as accurate as possible with all the information regarding the services, including product description and images. However, the Company does not guarantee the accuracy or reliability of any services information and you acknowledge and agree that you purchase such services at your own risk.

14. MEMBER ACCOUNT, PASSWORD, AND SECURITY

You will receive a password and account designation upon completing LegalNextt's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree

- a) Immediately notify LegalNextt of any unauthorized use of your password or account or any other breach of security, and
 - b) Ensure that you exit from your account at the end of each session.
- LegalNextt cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 14.

15. INDEMNITY

You agree to indemnify and hold LegalNextt and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify, or otherwise make available through LegalNextt, your use of LegalNextt, your connection to LegalNextt, your violation of the User Agreement, or your violation of any rights of another.

16. MODIFICATIONS TO LEGALNEXTT

LegalNextt reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, LegalNextt (or any part thereof) with or without notice. You agree that LegalNextt shall not be liable to you or to any third party for any modification, suspension or discontinuance of LegalNextt (or any part thereof).

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a) YOUR USE OF LegalNextt AND ITS UNDERLYING SERVICES ARE AT YOUR SOLE RISK. LEGALNEXTT AND ITS SUBSIDIARIES, AFFILIATES,

EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b) LEGALNEXTT AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT:
- i) LEGALNEXTT OR ITS UNDERLYING SERVICES WILL MEET YOUR REQUIREMENTS;
 - ii) LEGALNEXTT OR ITS UNDERLYING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
 - iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF LEGALNEXTT OR ITS UNDERLYING SERVICES WILL BE ACCURATE OR RELIABLE;
 - iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OBTAINED BY YOU THROUGH LEGALNEXTT WILL MEET YOUR EXPECTATIONS; AND
- c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF LegalNextt OR ITS UNDERLYING SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LegalNextt OR THROUGH OR FROM

LegalNextt OR ITS UNDERLYING SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE USER AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEGALNEXTTT AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, MONETARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LEGALNEXTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- a) THE USE OR THE INABILITY TO USE LEGALNEXTT;
- b) HIRING A LAWYER OR PROFESSIONAL BASED ON THE INFORMATION PRESENTED ON LEGANEXTT;
- c) THE COST OF HIRING A LAWYER OR PROFESSIONAL BASED ON THE INFORMATION PRESENTED ON LEGALNEXTT;
- d) THE COST OF PROCUREMENT OF GOODS AND SERVICES BASED ON THE INFORMATION PRESENTED ON LEGALNEXTTT;
- e) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES;
- f) STATEMENTS OR CONDUCT OF ANY LAWYER, PROFESSIONAL, USER, OR THIRD PARTY ON LEGALNEXTT;
- g) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
- h) ANY OTHER MATTER RELATING TO LEGALEXTT.

19. NOTICE

LegalNextt may provide you with notices, including those regarding changes to the User Agreement, including by but not limited to email, regular mail, SMS, text message, postings on LegalNextt, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this User Agreement by accessing LegalNextt in an unauthorized manner. Your agreement to this User Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed LegalNextt in an authorized manner.

20. GENERAL INFORMATION

Entire Agreement. The User Agreement constitutes the entire agreement between you and LegalNextt and governs your use of LegalNextt, superseding any prior version of this User Agreement between you and LegalNextt with respect to LegalNextt. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other LegalNextt services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. You and LegalNextt each agree that the User Agreement and the relationship between the parties shall be governed by the laws of the India without regard to its conflict of law provisions and that any and all claims, causes of action, or disputes (regardless of theory) arising out of or relating to the User Agreement, or the relationship between you and LegalNextt, shall be brought exclusively in the courts located in Pune, state of Maharashtra, India. You and LegalNextt agree to submit to the personal jurisdiction of the courts located within the Pune, state of Maharashtra, India, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of LegalNextt to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the User Agreement remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your LegalNextt account is non-transferable and any rights to your LegalNextt User ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of LegalNextt or the User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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

21. VIOLATIONS

Please report any violations of the User Agreement [here](#).

