

## TERMS

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## Copyright Protection

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## Feedback and other Submissions

We're always working to improve our users' experience, and we appreciate hearing about your experience using our Site or products. However, Immfinite does not accept or consider unsolicited ideas, including ideas for new or improved products or technologies, product enhancements, or materials. If you submit feedback or suggestions about our Site or products, regardless of what your submission may say, your feedback or suggestions are non-confidential and unsolicited, and we may use them without restriction or obligation to you. This means that your submissions and their contents will automatically become the property of Immfinite without any compensation to you, and Immfinite may use or redistribute the submissions and their contents for any purpose and in any way.

## Disclaimer

The Site is provided on an "as is" basis without warranties of any kind, either express or implied. To the extent permitted by law, we and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Immfinite Parties") disclaim all warranties, express or implied, with respect to the Site, content, products or services (including third party services) on or accessible through the Site, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, or arising from course of dealing, course of performance or usage in trade. Immfinite does not represent or warrant that materials in the Site are accurate, complete, reliable, current or error-free. Immfinite does not represent or warrant that the sites or its servers are free of viruses or other harmful components.

## Limitation of liability

In no event will the Immfinite Parties be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Site for any

special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever (however arising).

## Arbitration and Class Action Waiver

### Venue

Except as provided in "Exception to Agreement to Arbitrate)" below, any dispute, controversy or claim arising out of or in relation to these Terms or the Site that cannot be settled amicably by agreement of the parties to these Terms will be finally settled in accordance with the arbitration rules then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration will be Indore, Madhya Pradesh, India. Any such dispute, controversy or claim must be made within twelve (12) months of the action or inaction from which it arose.

### Proceedings; Judgement

The proceedings will be confidential and in English. The award rendered will be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. These Terms will be interpreted and construed in the English language, which is the language of the official text of these Terms.

### Class Action Waiver

Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. **YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON**

ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

#### Governing Law

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts in Madhya Pradesh shall have exclusive jurisdiction in any proceedings arising out of this agreement.

#### Contact

If you have any questions, complaints, or claims with respect to the Site, you can contact us at [info@lmmfinite.com](mailto:info@lmmfinite.com).