

These are the terms and conditions governing your use of the website <http://www.Johareez.com/> (hereinafter referred to as "the Site") constitutes your binding obligations towards Johareez.com (hereinafter referred to as Johareez.com) ("User Agreement "). This Agreement is effective upon acceptance in registration for new registering users, Johareez.com may amend the User Agreement at any time by posting the amended terms on the Site. All amended terms shall automatically become effective thirty days after they are posted on the Site and any subsequent use of the Site shall be governed by such amended terms. In addition, we will notify you in accordance with your Notification Preferences. This Agreement may not be otherwise be amended except in a writing signed by you and Johareez.com. The User Agreement was last revised on October 20, 2005. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement. If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and Johareez.com's Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Johareez.com. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a Johareez.com user. Please note: underlined words and phrases are links to these pages and websites. By accepting this User Agreement, you also agree that your use of Johareez.com will be governed by the User Agreement and Privacy Policy posted on those websites.

## 1. Membership Eligibility

Use of the Site is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site. If you are a minor i.e. under the age of 18 years, you cannot register as a member of the Site and cannot sell, purchase or bid for any items on the Site. If you wish to purchase or sell an item on the Site such purchase or sale may be made by your legal guardian or parents who have registered as users of the Site provided that such purchase or sale is not in relation to any adult material/mature audience items displayed on the Site, the sale or purchase of which to/by minors is strictly prohibited. Johareez.com reserves the right to terminate your membership and refuse to provide you with access to the Site immediately without liability and without cause. Johareez.com may also terminate this User Agreement if (i) if Johareez.com discovers that you are under the age of 18 years (ii) Johareez.com being of the view that risks involved in continuing with the User Agreement outweigh the benefits or in the event of Johareez.com receiving any customer complaints about any registered member. The Site is not available to persons whose membership has been suspended or terminated by Johareez.com. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

## 2. Your Account and Registration Obligations

If you use the Site, you are responsible for maintaining the confidentiality of your account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or Password.

You agree to:

1. Provide true, accurate, current and complete information about yourself as prompted by Johareez.com's registration form (such information being the "Registration Data")
2. You must not include any of your contact details such as email addresses etc in your username; and
3. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or Johareez.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, Johareez.com has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

### 3. Electronic Communications

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### 4. Monitoring.

Johareez.com shall have the right, but not the obligation, to monitor the content of Johareez.com, to determine compliance with this Agreement and any operating rules established by Johareez.com and to satisfy any law, regulation or authorized government request. Johareez.com shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Johareez.com. Without limiting the foregoing, Johareez.com shall have the right to remove any material that Johareez.com, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

### 5. Fees and Services.

Membership on the Site is free. Johareez.com does not charge any fee for browsing, bidding and buying on the Site. Johareez.com charges Transaction Fees to all sellers when their item is successfully sold on the Site and Special Listing Fees are charged to Sellers who use the Special Listing Feature for listing their items. Before you list an item for sale through the Site, we request you to review our Fees and Credit Policy which is hereby incorporated by reference into this agreement.

The Fee Charging and Credit policies on Johareez.com are effective from November 26, 2005. However, Johareez.com reserves the right to change its Fee Charging and Credit policies from time to time. In particular, Johareez.com may at its sole discretion introduce new services and modify some or all of the existing services offered on the Site. In such an event Johareez.com reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Charging and Credit policies shall be posted on the Site and such changes shall automatically become effective immediately after they are posted on the Site.

Unless otherwise stated, all fees shall be quoted in Indian Rupees. You are responsible for paying all fees associated with the use of the Site and you agree to bear any and all applicable taxes, charges, cesses etc. levied thereon. Johareez.com reserves the right to issue a warning, temporarily /indefinitely suspend or terminate your membership and refuse to provide you with access to the Site in case of non-payment of fees by you to Johareez.com. Johareez.com also reserves the right to take legal action in case of non-payment of fees by you to Johareez.com.

## 6. Use of the Site

You agree, undertake and confirm that your use of the Site shall be strictly governed by the following binding principles:

1. "Your Information" is defined as any information you provide to us or other users of the Site ("Users") in the registration, bidding, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.
2. Your Information (or any items listed):
  1. shall not be false, inaccurate or misleading;
  2. shall not be fraudulent or involve the sale of counterfeit or stolen items;
  3. shall not infringe any third party's intellectual property, trade secret or other proprietary rights or rights of publicity or privacy;
  4. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. Without prejudice to the generality of the above, Johareez.com does not permit transactions in the following items:
    - Living, dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws (including those prohibited under The Wildlife Protection Act, 1972).
    - "Securities" within the meaning of the Securities Contract Regulation Act, 1956, including shares, bonds, debentures, etc. and/or any other financial instruments/assets of any description.
    - Weapons of any description.
    - Liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative/curative substances.
    - Religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.
    - "Antiquities" and "Art Treasures" in violation of the provisions of the Antiquities and Art Treasures Act, 1972 ("the Act").
    - Used cellular phone SIM Cards.
  5. shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
  6. shall not be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

7. shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
8. shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
9. shall not link directly or indirectly to or include descriptions of items, goods or services that:
  - are prohibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860 ;
  - are identical to other items you have up for auction but are priced lower than your item's price, the reserve price of the item or minimum bid amount;
  - are concurrently listed for sale on a web site other than the Site; or
  - you do not have a right to link to or include.

3. Solely to enable Johareez.com to use the information you supply us with, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Johareez.com will only use Your Information in accordance with the User Agreement and Johareez.com's Privacy Policy.

4. In the event that any transaction or attempted transaction relating to any item, good or service which is violative of this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform Johareez.com of the same.
5. You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any item or services being sold or purchased on the Site.
6. You shall comply with all applicable Domestic (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
7. From time to time, you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other Users in any manner.
8. You will not disclose your contact details like Phone number, address, emailing address in bidding, buying or listing process, or anywhere on the Site including the feedback area, discussion forum or through any e-mail feature to bypass Johareez.com.
9. You may find potential adult material/mature audience items being displayed on the site. Such material or items are to be viewed/sold/bought/bid on by adults aged 18 years or older only. If you are not 18 years of age you cannot view/sell/buy/bid on such material/items. If you do not qualify, please do not use the Site. If you choose to view

/sell/ buy / bid on mature audience items or items that are restricted to adult use, you are certifying that:

1. you have the legal right to view / sell/ buy / bid on such items;
2. you are not offended by the adult content/item;
3. it is your decision to view / sell/ buy / bid on the adult content/item on the Site; and
4. such items/content are being viewed/sold/bought/bid on by yourself only and you are not allowing underage minors to view / sell/ buy / bid on such items/content from your computer.

10. You certify that you will not sell, list or display any mature audience items or items that are restricted to adult use on the Site, without following the procedure prescribed by Johareez.com for selling, listing or displaying such items on the Site. You acknowledge that Johareez.com will not be responsible for any liability arising from your default in complying with the provisions of this clause. Please review our Mature Audiences Policy for further information.

## 7. Platform for Communication

The Site is only a venue where Users may meet and interact with one another for their transactions. Johareez.com is not and cannot be a party to or control in any manner any transaction between two Users of the Site. Consequently:

1. Johareez.com is not responsible for any non-performance or breach of any contract entered into between Users. Johareez.com cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Site. Johareez.com shall not and is not required to mediate or resolve any dispute or disagreement between Users.
2. Johareez.com does not make any representation or Warranty as to the attributes (such as quality, worth, marketability, etc.) of the items or services proposed to be sold or purchased on the Site by its Vendor Partners. In particular, Johareez.com does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Site by its Vendor Partners. Johareez.com accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. Johareez.com does not make any representation or warranty as to the attributes (such as legal title, creditworthiness, identity, etc.) of any of its Users. You are advised to independently verify the bona fides of any particular Vendor Partner(s) that you choose to deal with on the Site and use your best judgment in that behalf.
4. "Johareez.com" is the interactive on-line auction service on the World Wide Web of the Internet, consisting of auction services and content provided by Johareez.com, affiliates of Johareez.com and other third parties.
5. You release and indemnify Johareez.com and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Johareez.com cannot control the information provided by its Users/Certified Merchants which is made available on the Site. You may find other User's & Certified Merchants information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

## 8. Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and Your Information is one of our most important assets. We store and process Your Information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. Our current Privacy Policy is available at <http://> (this link will be provided shortly) If you object to your Information being transferred or used in this way please do not use the Site.

## 9. Paysignet

Payments for items on the Site can be made through the online payment facility provided by Paysignet. At present Paysignet supports Credit Card Payments (American Express, Visa, MasterCard, Diners [ & ] and Online Bank Transfers. Currently Online Bank Transfers can be done through the Internet banking services of several leading banks, including ICICI Bank - Infinity, UTI Bank - iConnect, IDBI Bank - inetbanking, HDFC Bank - DirectPay

By using Paysignet you agree to be bound by the terms and conditions governing the use of Paysignet. By providing an online payment facility on the Site through Paysignet, Johareez.com is merely facilitating the making of online payments by buyers as per their contractual obligations to the sellers on the Site.

## 10. Breach

Without limiting other remedies, Johareez.com may limit your activity, immediately remove your bids, or end your listing, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate your membership, and/or refuse to provide you with access to the Site:

1. If you breach the User Agreement or the documents it incorporates by reference;
2. If Johareez.com is unable to verify or authenticate any information you provide; or
3. If it is believed that your actions may cause legal liability for you, other Users or Johareez.com.

Johareez.com may at any time at its sole discretion reinstate suspended Users. A User that has been indefinitely suspended may not register or attempt to register with Johareez.com or use the Site in any manner whatsoever until such time that such User is reinstated by Johareez.com. Notwithstanding the foregoing, if you breach the User Agreement or the documents it incorporates by reference, Johareez.com reserves the right to recover any amounts due and owing by you to Johareez.com and to take strict legal action including but not limited to a referral to the Cyber Crime Division / initiating criminal proceedings against you.

## 11. Auction Glitches

Johareez.com will offer 100% risk free auctions, safe when a technical glitch prevents that from happening. In such a case, Johareez.com reserves the right to stop, restart, or cancel any auction at any time, including before, during and after. Any and all funds received during a glitch auction, will be returned by Johareez.com to the customer if no merchandise is shipped.

It is in the best interest of all bidders to print a copy or write down the listing number of each auction. In the case your auction was affected by a glitch, without the listing number there will be no way to investigate the situation. It is the sole responsibility of the user to maintain the auction listing number or numbers.

## 12. Your Transactions and Obligations

All bids (under the Auction format) and all purchases (under the fix price format) on the Site are a firm commitment to purchase. If you are the purchaser/highest bidder for any item and your purchase/ bid is accepted by the seller ("Winning buyer"), you are obligated to complete the transaction with the seller. An action to purchase or bids may be increased in price or volume later but may not be withdrawn. Purchases/Bids cannot be canceled. By purchasing/bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of the User Agreement or unlawful. In case of consumer goods, sellers on the Site may or may not specify the retail prices of the items being sold. You are advised to independently verify the retail prices of such items if you so desire.

By entering into this User Agreement and bidding on a product, the customer agrees to complete the transaction. In which case, the customer will be held accountable if they do not fulfill this obligation. If payment is not made, bidding privileges may be subject to suspension and Johareez.com maintains the right to cancel outgoing invoices at their own discretion. Reasons for such actions include but are not limited to multiple non-pays of auctions won, unresolved chargeback issues, an undeliverable address, or the refusal to pay custom fees. Johareez.com reserves the right to demand payment if customer has more than 10 unpaid items in their account or if the total amount of auctions won, exceeds Rs. 5000. To avoid this situation please pay on time.

Johareez.com strongly advises you not to test the site with false bids/purchases, as it will put you at substantial personal legal risk. It is a crime to use a false name, other false personal information or a known invalid Credit Card to bid. Willfully entering erroneous or fictitious bids may result in prosecution by Johareez.com.

As a Winning buyer you must contact the seller within 72 hours of auction closing successfully.

In the event of Dual Winning Buyers displayed online for a Single Auction, the User who has received the Winning Email will be the rightful Winning buyer and beyond that there is no liability. Please be aware that even if you do not give Johareez.com your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you.

In case of purchase of/placing a successful bid for an Artwork which is marked as "non-exportable" on the Site you agree that the Artwork shall not be exported out of India or otherwise dealt in any such manner which shall be in contravention of any law for the time being in force or any rules, regulations, notifications and orders passed there under.

### 13. Third Parties/Certified Merchants.

Johareez.com is not the seller in the actual transaction between Third Parties/Certified Merchants and buyers and is not the agent of either for any purpose, Johareez.com does not have the duty to resolve any disputes between participants related to or arising out of any such transaction. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Subscribers or any other user of Johareez.com, are those of the respective author(s) or distributor(s) and not of Johareez.com. Neither Johareez.com nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through Johareez.com represents the opinions and judgments of the respective information provider, Subscriber, or other user not under contract with Johareez.com. Johareez.com neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Johareez.com by anyone other than authorized Johareez.com employee spokespersons while acting in their official capacities. Under no circumstances will Johareez.com be liable for any loss or damage caused by a Subscriber's reliance on information obtained through Johareez.com. It is the responsibility of Subscriber to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through Johareez.com. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

Johareez.com Certified Merchants are Johareez.com approved third party merchants who sell products on the site. In this program, The Certified Merchant is the seller of the product. To ensure Johareez.com buyers the ability to shop in a private and secure environment, every Certified Merchant must go through a thorough application process including verification of bank and trade records before they are allowed to sell on the site. The Certified Merchants are established businesses, both large and small, whose performances are monitored to ensure that buyers receive the appropriate Johareez.com service levels. The Certified Merchants assume all responsibility for all aspects of their item listings, including product descriptions, identifications of quantities, pictures, and shipping. Although, Johareez.com does not own, warehouse, ship or otherwise manage these Certified Merchants, the merchants that do not meet Johareez.com's service standards can and will be removed from the site. All payment for items won is solely between the Certified Merchant and the customer. Johareez.com will provide assistance for all issues only where it feels necessary to ensure a positive Johareez.com experience.

### 14. Priority in Bidding

In order to qualify and be identified as a successful bid, the following priority parameters will be followed:

1. Price: The higher price bids always supersedes the lower price bids;
2. Quantity: Between bids of the same price, the bid for the higher quantity shall supersede;
3. Time: Between bids of the same price and for the same quantity, the bid which was placed prior in point of time shall supersede.

Johareez.com's decision on the success or otherwise of a bid shall be final and binding. It reserves the right to reject or void bids, whether winning or not, that it deems not to have been made in good faith, or that are restricted or prohibited.

## 15. Certified Merchants Selling

As a registered Johareez.com Certified Merchant, you may list item(s) for sale on the Site. You must legally be able to sell the item(s) you list for sale on our Site. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Site. Soliciting business offline or outside of the Site, by indicating your contact details (e.g. contact phone number, address or e-mail ID) in the item listing or elsewhere on the Site other than in the Registration data is expressly prohibited and would be considered as a breach of the User Agreement. All listed items must be kept in stock for successful fulfillment of sales.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the buyer. You agree not to list a single product in multiple quantities across various categories on the site. Johareez.com reserves the right to delete such multiple listings of the same product listed by you in various categories.

If you receive at least one bid at or above your stated minimum price (or in the case of reserve auctions, at or above the Reserve Price i.e. the reserve price as defined by the seller in a reserve auction), you are legally obligated to complete the transaction sale contract with the Winning buyer upon the item's sale online. You must contact the Winning buyer within 72 hours of item selling successfully and supply the item to the Winning buyer in a merchantable condition within 48 hours of receiving the payment from the Winning buyer, unless there is an exceptional circumstance, such as:

## 16. Auction Close

An auction will be considered as successfully closed if it receives at least one bid prior to the Auction End Date i.e. the date and time (as specified in that particular auction) beyond which bids shall not be accepted. Notwithstanding the foregoing, a reserve auction will be considered as successfully closed if at least one bid above the Reserve Price is received prior to the Auction End Date. Immediately after any auction is successfully closed an e-mail is sent to the Winning bidder providing them the contact information of the other party (contact phone number if allowed by them when bidding/selling) to enable them to get in touch with each other to fulfill the transaction. Please note that the contact information that will be sent out will be the information that is provided by the Users in their Registration Data on Johareez.com.

## 17. Trademarks.

Johareez.com's logos are trademarks of Johareez.com and any of its subsidiaries. All rights reserved. All other trademarks appearing on Johareez.com are the property of their respective owners.

## 18. No Warranty

Johareez.com and its suppliers provide the Site and services "as is" and without any Warranty or condition, express, implied or statutory and specifically disclaim any implied Warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the Site is at your sole risk.

## 19. Limitation of Liability

In no event shall Johareez.com or its suppliers be liable for any direct, indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this agreement (however arising, including negligence).

Johareez.com's liability in any circumstance is limited to the amount of fees, if any, paid by you to Johareez.com. Johareez.com, its associates and technology partners make no representations or Warranties about the accuracy, reliability, completeness, currentness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted.

Consequently, Johareez.com assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

1. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or
2. Any interruption or errors in the operation of the Site. You expressly understand and agree that Johareez.com shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Johareez.com has been advised of the possibility of such damages).

## 20. Indemnity

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of the User Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

## 21. Relationship and Notice

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and Johareez.com and you shall have no authority to bind Johareez.com in any manner whatsoever. Except as explicitly stated otherwise, any notices shall be given by postal mail to Johareez.com Attn: Legal Department at 301 - Varun 2, Raheja Township, Malad (East), Mumbai: - 400 097 (in the case of Johareez.com) or to the email address you provide to us during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, shipping prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

## 22. Arbitration

If any dispute arises between you and Johareez.com during your use of the Site or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by Johareez.com. The place of arbitration shall be Mumbai. The

Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

### 23. Governing Law

The User Agreement shall be governed and construed in accordance with the laws of India.