

ENTERPRISE TERMS OF SERVICE

Last update date: August 4, 2025

This Enterprise Subscription Agreement (this “**Agreement**”) is entered into by and between WorkiFi (“**WorkiFi**” “**we**,” or “**us**”), a product owned and operated by **TIFIN INDIA AT WORK TECHSUITE SOLUTIONS PRIVATE LIMITED (“Tifin”)** and the entity or person agreeing to the Agreement (“**Customer**” or “**You**”), each a “**Party**” and collectively the “**Parties**.” The Agreement is effective as of the earlier of the date of last signature of the Parties on the initial Order Form (“**Effective Date**”).

1. DEFINITIONS:

Capitalized terms will have the meanings set forth in this **Section 1**, or in the section where first used in this Agreement.

- 1.1. “**Affiliate**” means any person, corporation, or other entity which controls, is controlled by, or is under common control with a Party, where “control” means control of more than fifty percent (50%) of the voting stock or other ownership interest.
- 1.2. “**Administrative Users**” means Customer’s and its Affiliates’ employees, agents, directors, contractors, or other representatives who are authorized to administer Customer’s and/or its Affiliates’ use of such Services.
- 1.3. “**Confidential Information**” means any non-public information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) which is labeled as proprietary or confidential at the time of disclosure or by its nature is confidential and would be judged so under a reasonableness standard, or is disclosed or provided under circumstances reasonably indicating it is confidential or proprietary. Confidential Information does not include information that (a) is independently developed by the Receiving Party; (b) is rightfully given to the Receiving Party by a third party without confidentiality obligation; (c) was known to the Receiving Party at the time of disclosure, without confidential or proprietary restriction; or (d) becomes public through no fault of the Receiving Party.
- 1.4. “**Customer Account Information/Your Data**” means the information Customer provides upon subscribing to the Service, audit logs, and Customer account settings.
- 1.5. “**Customer Content**” means any files, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects originating or transmitted from or processed by any Internet Properties owned, controlled or operated by Customer or uploaded by Customer through the Service, and routed to, passed through, processed and/or cached on or within, WorkiFi’s network or otherwise transmitted or routed using the Service by Customer.
- 1.6. “**Damages**” means any (i) settlement amounts approved by the indemnifying Party; and (ii) damages and costs finally awarded against the indemnified Party by a court of competent jurisdiction.
- 1.7. “**Fees**” means any payment due by Customer to WorkiFi under this Agreement.
- 1.8. “**Intellectual Property Rights**” means any and all now known or hereafter existing worldwide: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.
- 1.9. “**Order Form**” means an order form and/or insertion order executed by WorkiFi and Customer or an order for Services placed by Customer from its WorkiFi dashboard and governed by this Agreement.
- 1.10. “**Service(s)**” means all WorkiFi services and products listed at <https://www.workifi.com/> , along with any software made available by WorkiFi in connection with such services.
- 1.11. “**Subscription**” means a subscription to the Services specified in one or more Order Forms.

2. ACCESS USE AND RESTRICTION:

- 2.1. **Provision of Services; Subscription.** During the Subscription Term, Customer may access and use the Subscription Services in accordance with the Agreement. Customer may add additional Services to their Subscription by entering into an Order Form for such additional Services. Any terms set out in an Order Form only apply to the Subscription Services referenced in such Order Form.
- 2.2. **Use by Affiliates.** If Customer’s Affiliates access and use the Services under Customer’s Subscription, Customer will remain liable for payment of all Fees and its indemnification obligations under **Section 10**

(Indemnification). Customer will cause such Affiliates to comply with the Agreement as if they were Customer and any reference to “Customer” will be read to include such Affiliates. Any breach of the Agreement by an Affiliate of Customer or their respective Administrative Users, or other representatives will be deemed a breach by Customer of the Agreement and Customer will be liable for such breach as if itself had breached the Agreement. If a Customer’s Affiliate and WorkiFi execute a separate Order Form stating to be governed by the terms of this Agreement (“**Affiliate Order Form**”), such Affiliate and WorkiFi are deemed (a) to have entered into a separate enterprise subscription agreement containing the terms of this Agreement with any reference to “Customer” meaning only such Affiliate (“**Affiliate Agreement**”) and (b) the Affiliate Order Form being governed by such Affiliate Agreement.

- 2.3. **Restrictions and Acceptable Use.** Customer must not: (a) use the Services other than solely for its internal business purposes, (b) modify, copy, or create derivative works based on, the Service or Documentation; (c) license, sublicense (except to Affiliates), sell, resell, rent, lease, transfer, assign, distribute, or make the Service available to any third parties; (d) reverse-engineer the Service; (e) interfere with, or create an undue burden on the Service or WorkiFi’s network in a manner that poses or has the potential to pose significant harm to WorkiFi’s other customers or internal systems; (f) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights, through the Service; (g) use the Service in violation of any Laws; (h) act in a manner intended to circumvent Service-specific usage limits or quotas; (i) send or store Malicious Code in connection with the Service (j) probe, scan or test any vulnerability of the Services, including, without limitation, performing penetration, stress or load testing, including by introducing software or automated agents or scripts, other than those expressly permitted by the Documentation or as explicitly set forth in the Order Form, without prior written consent from WorkiFi; or (k) perform or publish any performance or benchmark tests or analyses relating to the Service, other than solely for Customer’s internal use.
- 2.4. **Credentials.** Customer is responsible for maintaining the confidentiality of all usernames and passwords to access Customer’s account (“**Credentials**”) and is solely responsible for all activities that occur under such Credentials. WorkiFi may deactivate Credentials that WorkiFi reasonably determines may have been used by an unauthorized party. WorkiFi will promptly replace such Credentials upon request. Credentials may not be shared or used by more than one individual but may be reassigned. Upon termination or expiration of the Subscription, all Credentials will be deactivated.
- 2.5. **Third-Party Products and Services.** Customer may access or use, at Customer’s sole discretion, certain third-party products and services that interoperate with the Services including but not limited to: third-party apps found on the WorkiFi Application/Website, third-party service integrations made available through the WorkiFi Service dashboard or APIs, and third-party products or services that Customer authorizes to access Customer’s WorkiFi account (collectively, “**Third-Party Products**”). Each Third-Party Product is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the third-party provider. Customer’s access or use of Third-Party Products is solely between Customer and the applicable Third-Party Products provider. WorkiFi does not make any representations, warranties, or guarantees regarding the Third-Party Products or the providers thereof, including, but not limited to, the Third-Party Products’ continued availability, security, and integrity. Third-Party Products are made available by WorkiFi on an “AS IS” and “AS AVAILABLE” basis, and WorkiFi may cease providing them on the WorkiFi Application/Website at any time without entitling Customer to any refund, credit, or other compensation. Unless otherwise specified in writing by WorkiFi, WorkiFi will not be directly or indirectly responsible or liable in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Products.
- 2.6. **Trial Services (Previews).** WorkiFi may offer trial versions of the Services at no cost (“**Trial Services**”) from time to time. With respect to each such Trial Service, WorkiFi will make each such Trial Service available to Customer free of charge until the earlier of (a) the end of the free trial period (if applicable) for which Customer registered to use the Trial Service; (b) the Service Date of Customer’s paid Subscription for such Services; or (c) termination of the Trial Service by WorkiFi in WorkiFi’s sole discretion.
- 2.7. **Purchase Through Reseller.** If Customer subscribes to Services from an authorized WorkiFi reseller or partner (“**Reseller**”), and notwithstanding anything set forth otherwise in this Agreement: (a) in addition to Customer’s compliance with the Agreement, Customer’s right to access and use such Services is subject to the

terms and conditions of Customer's written agreement with the Reseller (the "**Reseller Agreement**"), including Customer's obligation to timely pay Fees to the Reseller; (b) Customer will execute all Order Forms or other similar forms / SoWs / agreements directly with the Reseller and not WorkiFi; and (c) the terms and conditions of **Section 3 (Payment Terms)** do not apply. Any refund, payments and service credits which WorkiFi may or must provide to Customer in accordance with the terms of the Agreement, including, without limitation, the SLA, will be provided by WorkiFi to Reseller and Customer acknowledges that it must seek such refunds, payments and credits from Reseller only. Furthermore, Customer's right to terminate or cancel its Subscription to any Service is solely as set forth in the Reseller Agreement, provided that nothing herein shall be interpreted as permitting Reseller to offer terms inconsistent with the remainder of this Agreement. If the Reseller ceases at any time to be an authorized Reseller, including for a failure to pay for any Services, Customer's continued use of Services may be conditioned upon Customer executing a written agreement for such Services directly with WorkiFi, and paying the outstanding Fees, if any, that Reseller did not remit to WorkiFi on Customer's behalf. Resellers are not authorized to modify the Agreement or make any promises or commitments on WorkiFi's behalf, and WorkiFi is not bound by any obligations to Customer other than as set forth in the Agreement. WorkiFi may temporarily suspend or terminate delivery of Services to Customer upon notice upon the written direction of Reseller.

- 2.8. **Modifications.** WorkiFi may make commercially reasonable updates and improvements to the Services and the Documentation from time to time. WorkiFi may sunset, retire or replace any Service or feature thereof at any time, provided that WorkiFi makes a substantially similar Service or feature available to Customer for the remainder of Customer's then current Subscription Term at no additional charge. If WorkiFi is unable or unwilling to provide a substantially similar Service or feature, then WorkiFi will issue Customer a credit for the unused portion of any pre-paid Fees that are attributable to the discontinued Service or feature. This **Section 2.9 (Modifications)** will not apply to any modifications to Services or features that are made by WorkiFi to comply with applicable law or address a material security risk.

3. CUSTOMER OBLIGATION AND RESPONSIBILITY

- 3.1. **General Customer Obligations.** Customer will: (a) be responsible for configuring the encryption for all Customer Data (excluding Customer Account Information) that it transmits through the Service; (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; (c) notify WorkiFi promptly in writing of any unauthorized access or use of the Service or Credentials; and (d) be solely responsible for Customer-devised or Customer-implemented rules (and associated misconfigurations and outages) and actions taken by Customer that might result in denial of service, availability issues, or performance degradation.
- 3.2. **Customer Data Responsibility.** Except for Customer Account Information, Customer is solely responsible for keeping and maintaining its own copies of Customer Data. WorkiFi is not obligated to Customer to maintain any copies thereof, and may delete Customer Data at any time after seventy-two (72) hours from the time such Customer Data is captured by WorkiFi, except for any Customer Account Information included therein that is reasonably required for the operation of the Services during the Term. EXCEPT WITH RESPECT TO WORKIFI'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, UNDER NO CIRCUMSTANCE WILL WORKIFI BE LIABLE FOR ANY LOSS OR DELETION OF CUSTOMER DATA.
- 3.3. **Use of Customer Data.** The ordinary operation of the Services requires Customer Data to pass through WorkiFi's network. The Agreement does not transfer or convey to WorkiFi or any third party any right, title or interest in and to the Customer Data, or any associated Intellectual Property Rights, except for a worldwide, non-exclusive, limited right of use (including to store, copy, transmit and display) solely as permitted under the Agreement and as required to provide the Services, revocable in accordance with the terms of the Agreement. To the extent that WorkiFi processes Customer Data on behalf of Customer that includes Personal Data, WorkiFi will handle such Personal Data in compliance with the DPA.
- 3.4. **Network Data.** WorkiFi retains all right, title, and interest in the Network Data, and shall have the right to use Network Data for purposes of providing, maintaining, developing, and improving its Services. WorkiFi may monitor and inspect the traffic on the WorkiFi network, including any related logs as necessary to perform the Services and to derive and compile Network Data. To the extent Network Data includes any Personal Data,

WorkiFi will handle such Personal Data in compliance with applicable data protection laws. WorkiFi may use and retain Customer Account Information for business purposes related to the Agreement and to the extent necessary to meet WorkiFi's legal compliance obligations (including, for audit and anti-fraud purposes).

- 3.5. **Emergency Suspension.** Notwithstanding anything to contrary in this Agreement, WorkiFi may immediately suspend all or part of the Services if WorkiFi reasonably believes (a) Customer's use of the Services adversely impacts other customers' use of the Services or the WorkiFi network; or (b) that immediate suspension is required to comply with Laws. WorkiFi will lift any such suspension when the circumstances giving rise to the suspension have been resolved. Unless prohibited by applicable law, WorkiFi will notify Customer of the basis for the suspension.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. **Proprietary Rights.** Except for the limited rights expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. As between the Parties, Customer owns all Intellectual Property Rights in Customer Data, and Tifin owns all Intellectual Property Rights in WorkiFi .
- 4.2. **Account Data.** WorkiFi may use and retain information Customer provides upon subscribing to Services, audit logs generated while using the Services, and Customer account settings for business purposes related to the Agreement, and to the extent necessary to meet WorkiFi's legal compliance obligations (including, for audit and anti-fraud purposes).
- 4.3. **Feedback.** If Customer chooses to provide feedback, suggestions, or recommendations for improvement to the Services ("**Feedback**"), WorkiFi may use Feedback without restrictions and without obligations to Customer.
- 4.4. **Marks.** Any and all product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of WorkiFi (collectively, "**WorkiFi Marks**"), and may not be used by Customer without WorkiFi's prior written consent. Customer must not attempt, now or in the future, to claim any rights in the WorkiFi Marks or use the WorkiFi Marks to disparage or misrepresent WorkiFi, or the Services.

5. WARRANTIES AND DISCLAIMERS:

- 5.1. **Mutual Warranties.** Each Party warrants that it has the authority to enter into the Agreement and, in connection with its performance of the Agreement and/or its use of the Services, will comply with all Laws including, but not limited to, Laws related to data privacy, international communications and the transmission of technical or Personal Data (as defined in the Privacy Policy).
- 5.2. **Limited Warranty.** WorkiFi warrants to Customer that the Subscription Services will materially conform to the Documentation and WorkiFi will not knowingly introduce any Malicious Code into the Services ("**Limited Warranty**"). If Customer notifies WorkiFi of a breach of the Limited Warranty, WorkiFi will either: (a) correct the nonconformity in the Subscription Services; or (b) issue Customer a credit or refund of a portion of the Fees paid by Customer for the nonconforming or affected Subscription Service that fairly reflects (at WorkiFi's reasonable determination) the diminished value of the nonconforming or affected Subscription Service. Service Level Failures do not constitute a breach of this Limited Warranty. The foregoing constitutes Customer's sole and exclusive remedy for any breach of the Limited Warranty. The Limited Warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity; or (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services or equipment.
- 5.3. **Customer Warranties.** Customer represents and warrants that to the best of Customer's knowledge, the information Customer provides to WorkiFi regarding its and its Affiliates' network usage (including but not limited to bandwidth usage, number of domains, geographic location of users, and SSL requirements) to obtain any price quote which forms the basis of the Agreement, is truthful, accurate, and complete, to the best of its knowledge.
- 5.4. **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE AGREEMENT, WORKIFI MAKES NO, AND HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, PAST OR

PRESENT, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART). WORKIFI CANNOT AND DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WORKIFI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OUTSIDE WORKIFI'S REASONABLE CONTROL.

6. CONFIDENTIALITY:

The Receiving Party will use the Disclosing Party's Confidential Information only as permitted by the Agreement or required to provide the Services and will use the same standards to protect the Confidential Information of the Disclosing Party as it affords its own such information, but in no event less than a commercially reasonable degree of care. Additionally, the Receiving Party may disclose Confidential Information to its Affiliates, employees, agents, or professional advisors ("**Representatives**") with a need to know and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The Receiving Party will ensure that its Representatives use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement. Notwithstanding anything to the contrary, Receiving Party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; *provided*, that Receiving Party provides (a) reasonable notice thereof to Disclosing Party prior to such disclosure and (b) reasonably cooperates with Disclosing Party in any efforts opposing such disclosure; except that subsections (a) and (b) will not apply if the Receiving Party reasonably determines that complying with (a) and (b) could (i) result in a violation of applicable law or (ii) obstruct a governmental investigation. Any unauthorized access or use of Confidential Information resulting from a security breach does not constitute a violation of this **Section**.

7. LIMITATION OF LIABILITY:

- 7.1. **Types of Damages.** TO THE EXTENT LEGALLY PERMITTED, IN NO EVENT WILL WORKIFI BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES FOR ANY LOSS OF SALES, PROFIT, GOODWILL, OR BUSINESS, THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, OR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S USE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF WORKIFI HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2. **Amount of Damages.** THE MAXIMUM LIABILITY OF WORKIFI ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO WORKIFI DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST CLAIM TO ARISE UNDER THE AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE WORKIFI'S LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, NO CLAIM REGARDLESS OF FORM, WHICH IN ANY WAY ARISES OUT OF THE AGREEMENT MAY BE MADE, NOR ACTION BASED UPON SUCH CLAIM BE BROUGHT BY CUSTOMER, MORE THAN ONE (1) YEAR AFTER THE TERMINATION OR EXPIRATION OF THE AGREEMENT.
- 7.3. **Exceptions To Limitation of Liability.** NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS WORKIFI'S LIABILITY FOR (A) ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION OR (B) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. INDEMNIFICATION.

You agree to indemnify and hold harmless WorkiFi and the WorkiFi Parties from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Members; (e) issuance or attempt to issue Gift Cards/Services on or through the Services; (f) your redemption or attempt redeem Gift Cards/Services on or through the Services; or (g) your violation of any applicable laws, rules or regulations. WorkiFi reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WorkiFi in asserting any available defences. This provision does not require you to indemnify any of the WorkiFi Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

9. TERM AND TERMINATION.

- 9.1. Term. The Agreement commences on the date when you accept these Terms of Service (as described in the preamble above) and remain in full force and effect while you use the Services, until the same is terminated either by you or your Company.
- 9.2. Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced, on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted these Terms of Service, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.
- 9.3. Termination of Services by You. If you want to terminate the Services provided by WorkiFi, you may do so by (a) notifying us at any time and (b) closing your Account for all of the Services that you use, provided, however, that notwithstanding any such termination and for the avoidance of doubt, the terms of this Agreement shall continue to apply with respect to any Gift Cards obtained hereunder. Your notice should be sent, in writing, to our address set forth below.
- 9.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases, including without limitation any access to Gift Cards. WorkiFi will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content, which may not be retrievable from then on. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, dispute resolution, warranty disclaimers, and limitation of liability.

10. DISPUTE RESOLUTION

- 10.1. All grievances can be resolved as per the grievance redressal mechanism of WorkiFi as per the regulatory guidelines. All and any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator to be mutually appointed by the parties in Mumbai in accordance with the provisions of the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA") for the time being in force at the commencement of the arbitration, MCIA Rules are deemed to be incorporated by reference in this clause. The Courts in Mumbai alone shall have jurisdiction over all disputes arising out of or in respect of this arrangement. The client consents to the jurisdiction of the courts located in Mumbai, India in this regard
- 10.2. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality

unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief

- 10.3. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with WorkiFi.

11. GENERAL PROVISIONS.

- 11.1. **Electronic Communications.** The communications between you and WorkiFi may take place via electronic means, whether you visit, use or access the Services or send WorkiFi e-mails, or whether WorkiFi posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.
- 11.2. **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- 11.3. **Force Majeure.** WorkiFi shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, earthquakes, floods, pandemics, epidemics, geographic restrictions, major instability or disconnection from the internet, accidents, strikes or shortages of transportation facilities, fuel, energy, labour or materials.
- 11.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at connect@workifi.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
- 11.5. **Exclusive Venue.** Subject to Arbitration as per section 18, to the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and we agree that all claims and disputes arising out of or relating to the Agreement will be litigated in the courts of Mumbai, India and you submit to the jurisdiction of these courts to the exclusion of all other courts or venues.
- 11.6. **Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.
- 11.7. **Notice.** Where WorkiFi requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required / permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: 601, Pinnacle House Plot No 604, TPS III, Bandra, P.D. Hinduja Road, Bandra West, Mumbai, 400050 ; TIFIN INDIA AT WORK TECHSUITE SOLUTIONS PRIVATE LIMITED. Such notice shall be deemed given when received by WorkiFi by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- 11.8. **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.9. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
- 11.10. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.