

TERMS AND CONDITIONS

These terms and conditions (“**Terms and Conditions**”) constitute a binding legal agreement between you (“**User(s)**” or “**You(s)**” or “**Your(s)**”) and ScaleX Business Private Limited (“**We**”, “**Us**”, or “**Our(s)**” or “**ScaleX**”). Please read these Terms and Conditions carefully before using the Our website <https://scalexbusiness.com/>(“**Website**”). If You are using this Website on behalf of a third party, you represent and warrant that You:(a) have full legal authority to bind such third party to these terms, and (b) agree to these terms on behalf of such third party.

BY ACCESSING, BROWSING, REVIEWING AND/OR USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION AND THAT YOU SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE THE SITE AND THE SERVICES PROVIDED BY US.

These Terms and Conditions are valid for the countries at which ScaleX operates.

1. GENERAL

- 1.1. Please note that the terms of the Privacy Policy (available at <https://scalexbusiness.com/>) are incorporated into these Terms and Conditions. You are aware and expressly consent to be subject to the rules, guidelines, policies, terms, and conditions contained in the Privacy Policy and any guidelines, additional terms, policies, or disclaimers made available or issued by ScaleX from time to time.
- 1.2. By using the website, You signify Your acceptance of these terms and agree to be legally bound by them. These terms supersede all previous oral and written terms and conditions (if any) communicated to You by ScaleX, for the use of this Website.
- 1.3. You agree to not use the Website for any purpose that is prohibited by these Terms and Conditions or applicable law.

2. WEBSITE

The Website provides You with information on the products and services offered by ScaleX s such as consultancy services.

3. SERVICES

- 3.1. ScaleX provides a range of corporate services, advisory, valuations and corporate solutions (“**Service(s)**”) to Users.

- 3.2. ScaleX is not a law firm and does not provide any form of legal advisory services.
- 3.3. You may engage ScaleX for specific form of corporate Services which include:
 - 3.3.1. Valuation Services;
 - 3.3.2. Global Incorporation Advisory Services;
 - 3.3.3. Corporate Secretarial Services;
 - 3.3.4. Singapore Incorporation and Advisory Services;
 - 3.3.5. Services which are regulated under the ACRA of Singapore; and
 - 3.3.6. Nominee Director Services.
 - 3.3.6.1. Nominee director is a service rendered by ScaleX Business Pte Ltd and is purely for compliance purposes. ScaleX Business Pte Ltd reserves the right to change/remove nominee director at any point of the period of service. ScaleX Business also reserves the right to suspend services if payment is due over 3 days. The Nominee director is not acting on their personal capacity and is a representative or employee of ScaleX Business Pte Ltd.
- 3.4. ScaleX shall carry out work as per the requirements of the User.
- 3.5. ScaleX shall only provide Services as requested by the User from time to time in writing or any other manner which is acceptable to ScaleX. You agree that ScaleX has no liability to You for any loss or damage arising out of or in relation to ScaleX providing Services in accordance with Your instructions.
- 3.6. If ScaleX is obliged to meet any of Your requirements or legal obligations, You shall agree that ScaleX is authorized to take any steps that it may in its reasonable discretion deem necessary to comply with such obligations or requirements, which includes taking professional advice at Your expense.
- 3.7. At ScaleX request, You shall provide ScaleX with all documents and information as required by ScaleX in order for Us to comply with its internal policies, any applicable law or guidelines issued by any relevant regulatory authority and/or for any other reason that ScaleX may consider necessary from time to time.

4. PAYMENT TERMS (SINGAPORE)

- 4.1. ScaleX offers specific payment packages for Services offered in Singapore.
- 4.2. The price and features of the services (the "**Service(s)**") shall depend on the specific package (the "**Package**") selected by You (the "**User(s)**" or "**Your**"). On confirmation of the Services and the Package by the User, ScaleX shall raise an invoice. The invoice shall be raised against the Package and the Services requested by the User.
- 4.3. If the fees for a specific Service is not mentioned in the Package, Scalex shall issue an invoice for the same. All payments shall be made by the User on an upfront basis.
- 4.4. All invoices for the Services carried out by ScaleX shall be raised from Singapore.

- 4.5. The fees for the Services shall be paid either through credit card, debit card or bank wire transfer. The User shall bear any transaction charges while making the payment through a bank.
- 4.6. The User shall be liable for any payment of applicable taxes on the Services.
- 4.7. The User acknowledges that if any payment is declined, where recurring payments are required, then such liability shall be deemed a debt immediately due and payable to ScaleX.
- 4.8. All currency conversions shall be made as per the standard conversion rate through <https://www.xe.com>. The User shall bear all charges arising out of exchange rate fluctuations. ScaleX shall not be liable to pay any charges arising out of exchange rate fluctuations.
- 4.9. ScaleX reserves the right to change its plans and tariffs with respect to the Package and the Services offered. Any changes in the plans and tariffs shall be published on ScaleX website. The User shall be responsible to review any changes in the plans and tariffs with respect to the Package and Services.
- 4.10. ScaleX shall carry out necessary due diligence checks including KYC (Know Your Client) and anti-money laundering (AML) on Users, before the onboarding process begins.
- 4.11. ScaleX shall record, process and store the User data through video KYC and other methods. By providing video KYC, the User confirms his/her right with respect to the collection of data by ScaleX.
- 4.12. ScaleX reserves the right to deny a Service or abstain from continuing a Service, if ScaleX has the reason to believe that the User has provided any misleading information or engages in any illegal activities.
- 4.13. ScaleX has the right to either terminate this contract or refrain from providing Services, if the User does not pay for any Service fee or outstanding dues against the fulfilment of such Services.
- 4.14. If the User wants to terminate the contract midway, ScaleX reserves the right to determine the refund amount payable to the User.
- 4.15. If ScaleX is unable to carry out a Service due to events or causes beyond ScaleX control, then ScaleX shall refund 75% (Seventy-five per cent) of the Service fee to the User. ScaleX shall retain 25% (Twenty-five per cent) of the Service fees or all charges that are incurred whichever is higher.
- 4.16. The User agrees that all information provided for carrying out Services is complete, true and accurate. ScaleX reserves the right to not refund 75% (seventy-five per cent) of the Service fees to the User, if any information is inaccurate and misleading.

- 4.17. All payments are processed by an independent third-party payment processor. ScaleX excludes all liability for any loss or damage that might arise from the processing of User's payment information, and the terms of service of that independent third-party payment processor shall apply.

5. CONTENT

- 5.1. The content of the pages of this Website is for Your general information and use only. It is subject to change without notice to You.
- 5.2. ScaleX encourages and permits links to content on this Website. ScaleX does not grant any license or other permission for links or other use of this Website or its content if such use or link: (a) suggests that ScaleX promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the content without ScaleX's express written consent, or (c) uses the content for commercial purposes. Furthermore, ScaleX does not grant its consent for links to this Website where the linking party engages in any prohibited conduct. ScaleX reserves the right to withdraw permission for any link at any time.
- 5.3. The Website may provide content developed by third parties ("**Third Party Content**"). You agree and acknowledge that the Website does not display any Third Party Content on its own accord and is not responsible or liable for the content or accuracy of the Third Party Content that may be accessed by You through this Website. ScaleX does not endorse or support any Third Party Content. The Third Party Content provided on this Website is for Your convenience and for non-commercial and personal use only.

6. WEBSITE ACCESS

- 6.1. We will try to make access to and use of the Website error-free. However, Your access to the Website may be occasionally suspended or restricted to allow for repairs, maintenance, or for introduction of new facilities or services. We shall not be responsible for any access or use problems that arise from internet related issues at Your end. Notwithstanding the foregoing, We reserve at all times, the right, at Our sole discretion, to refuse access to the website, terminate accounts, remove or edit content at Our discretion, with or without notice to You.
- 6.2. By using the Website, You represent and warrant to ScaleX that: (a) You are 18 (Eighteen) years of age or older; (b) Your use of the Website and/or any Services provided by the ScaleX, shall not violate any applicable law or regulation; and (c) all information that You submit to ScaleX in connection with the Website and/or for availing services is true and accurate.

- 6.3. You shall use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is harmful to the Website or its content or otherwise not envisaged through the Website, as determined by ScaleX in its discretion.
- 6.4. While rendering Services, ScaleX may require You to share information, including information pertaining to Your identification in the process of contacting ScaleX (“User Information”). You agree that User Information provided in this regard is complete, true, and accurate.
- 6.5. You agree not to undertake the following activities:
 - 6.5.1. Delete or modify any content on the Website, including but not limited to, any information regarding any Services provided, their performance, sales or pricing, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify;
 - 6.5.2. Decompile, reverse engineer, or disassemble the content;
 - 6.5.3. Use the Website or the Services provided, in any way that is unlawful, or harms ScaleX or any other person or entity, as determined in ScaleX sole discretion;
 - 6.5.4. Make false or malicious statements against the Website or ScaleX;
 - 6.5.5. Delete the copyright or other proprietary rights notices from this Website;
 - 6.5.6. Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Website or any connected network, or otherwise interfere with any person or entity’s use or enjoyment of the Website;
 - 6.5.7. Circumvent, remove, alter, deactivate, degrade or purge thwart any of the content or other protections enabled on this Website;
 - 6.5.8. Engage in any form of antisocial, disruptive, or destructive acts, including “spamming,” “flooding,” “trolling,” “phishing” and “griefing” as those terms are commonly understood and used on the internet;
 - 6.5.9. Post or upload any content that is libelous, defamatory, abusive, threatening, harassing, hateful, and offensive or otherwise violates any law or right of any third-party;
 - 6.5.10. Use any data mining, data gathering or extraction method;

6.5.11. Use or encourage the use of this Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy;

6.5.12. Using the Website for any commercial purpose; and

6.5.13. Caching unauthorized hypertext links to the Website.

7. ACCURACY OF INFORMATION

7.1. Although ScaleX may post information, material, and content on the Website based on reliable sources, We do not make any express or implied representation, warranty, or guarantee as to the accuracy, validity, reliability, or completeness of any such information.

7.2. The features and services of the Website are provided on an “as is” and “as available” basis. We make no representation or warranty about the validity, accuracy, correctness, or reliability of any information provided on or through the Website.

8. INTELLECTUAL PROPERTY

8.1. All information, content, and material contained on the Website are intellectual property rights of ScaleX. Further, all trademarks, proprietary marks, services marks, designs, copyrights and trade secrets in relation to the Website whether or not displayed on the Website are proprietary and belong to ScaleX.

8.2. No information, content or material from the Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without Our express written permission. Any unauthorized use terminates the permissions granted by Us in these Terms and Conditions.

9. DISCLAIMERS AND WARRANTIES

You agree that the use of this Website is at Your own risk.

9.1. ScaleX and all its subsidiaries, affiliates, officers, employees, agents, and partners disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

9.2. Any material downloaded or otherwise obtained through this Website is accessed at Your own risk, and You will be solely responsible for any damage or loss of data that results from such download to your computer system and/or electronic device.

9.3. As between You and ScaleX, You hereby assume all risk of harm resulting due to:

- 9.3.1. Your use of, inability to use, or availability or unavailability of the Website;
- 9.3.2. The occurrence or existence of any defect, interruption, delays in the operation or transmission of information to, from, or through the Website, communications failure, theft, destruction or unauthorized access to ScaleX records;
- 9.3.3. Programmes, services, server, or other infrastructure relating to the Website;
- 9.3.4. The Website being infected with any malicious code or viruses; or
- 9.3.5. The failure of the Website to remain operational for any period of time.

10. INDEMNITY

You agree to indemnify, defend and hold harmless Us and Our affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all third-party claims, losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Website or the Services provided through the Website, in violation of these Terms and Conditions, or infringement of any intellectual property or other rights of ScaleX or any third-party or any breach by you of these Terms and Conditions or the representations, warranties, and covenants you have made by agreeing to these Terms and Conditions.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event shall ScaleX or any of its directors, officers, employees, agents or content or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary, remote or punitive damage, resulting from the use, or inability to use, the Website or the information, or content, software, products and services advertised or contained on the Website or otherwise obtained from or arising out of Your use of this Website, including for viruses alleged to have been obtained from the Website, whether based in contract, tort (including negligence), strict liability or otherwise, even if ScaleX has been advised to the possibility of such damages. This waiver applies without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, file corruption, communication-line failure, network or system outage or theft, destruction, unauthorized access to alteration of use of any record.

12. TERMINATION

In the event of breach of any of these Terms and Conditions, We may cancel or terminate Your right to use the Website or any part of the Website at any time without notice. In the event of cancellation or termination, You are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on You with respect to material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

13. MODIFICATION OF PLATFORM

ScaleX reserves the right at any time to add, modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice or cause. You agree and acknowledge that ScaleX shall not be liable to You or to any third party for any such addition, modification, suspension, or discontinuation of the Website.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions, all transactions consummated between You and Us and Your relationship with Us are governed by the laws of India, without reference to any conflict of laws principles. You agree that the courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction over any disputes arising out of or in connection with Your use of the Website.

15. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms and Conditions or to your use of the website, will be resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator to be jointly appointed by the disputing parties. The venue and seat of such arbitration will be Bengaluru, Karnataka, India. The arbitration proceedings will be conducted and the arbitral award will be pronounced in the English language. The arbitral award will be final and binding.

16. COMMUNICATION

All communication relating to any dispute or grievance that You may experience in connection with your use of the Website can be addressed by contacting Us at hello@scalexbusiness.com.

17. MISCELLANEOUS

Notwithstanding anything to the contrary, all individuals and entities affiliated to ScaleX s are intended third-party beneficiaries of these Terms and Conditions.

- 17.1. Force Majure: We shall not be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of god, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unseen circumstances.
- 17.2. Severability: If any provision of these Terms and Conditions is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision will be excluded from these Terms and Conditions And shall not cause the invalidity or unenforceability of the remainder of these Terms and Conditions.
- 17.3. Modification: ScaleX reserves the right at any time to modify these Terms and Conditions and to add new or additional Terms and Conditions Such modifications and additional conditions will be incorporated into these Terms and Conditions.
- 17.4. Assignment: You shall not assign Your rights and obligations hereunder in any manner without ScaleX prior written consent. ScaleX may assign its rights to any of its affiliates or subsidiaries, to any successor in interest of any business associated with the Website, or to any third-party without any prior notice to You.
- 17.5. Third Party Rights: No third party shall have any rights to enforce any terms contained herein.
- 17.6. Entire Agreement: These Terms and Conditions constitute the entire agreement between you and us with respect to the subject matter of these Terms and Conditions and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding that subject matter.
- 17.7. Waiver: Any waiver of any provision of these Terms and Conditions shall be effective only if in writing and signed by us. Any failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of a future breach of that or any other provision of these Terms and Conditions.