

Terms and conditions (Customer) prior to publishing job

The present terms and conditions (“**Terms**”) constitute a binding and enforceable legal contract and shall govern the rights and obligations of **CTRL ALT DEL PVT LTD** a company incorporated under the Companies Act, 2013 with its registered address 75 Dayanand Vihar, Delhi 110092 (Hereinafter “**CTRL ALT DEL PVT LTD’/ Company/ Us**”) and Customer, a user of the Services (“**You**” or “**Customer**”) with respect to the Services availed by the Customer by use of the **MPAAS**, A BRAND OWNED BY CTRL ALT DEL PVT LTD (hereinafter referred to as **MPASS**) Website/Platform

There terms are in addition to the MPAAS User Terms and Agreement and in case of any inconsistency or repugnancy between the MPAAS User Terms and Agreement and the present Terms, the latter shall prevail.

By using the Services, you represent and warrant that you have full legal capacity and authority to agree to and bind yourself to these Terms. If you represent any other person, you confirm and represent that you have the necessary power and authority to bind such person to these Terms.

By using the Services, you agree that you have read, understood, and are bound by, these Terms, as amended from time to time, and that you will comply with the requirements listed here. If you do not agree to these Terms, or comply with the requirements listed here, please do not use the Services.

**CUSTOMER** means and includes any person or entity that registers itself as a Customer on MPAAS Platform for the purpose of availing Metrology and other manufacturing services from Vendors and creates a Customer Account on the MPAAS Platform.

**VENDOR** means and includes any person or entity that registers itself as a Vendor on MPAAS Platform for the purpose of providing Metrology and other manufacturing services to the Customers and creates a Vendor Account on the MPAAS Platform

**SERVICES** mean and include the provision of the MPAAS Platform that enables a Customer to publish its Job Requirements on the MPAAS Platform and choose between one or more Vendor(s) who qualify for, and choose to make themselves available for performance of the Job posted by the Customer on such terms and conditions as stipulated by the Customer. As a part of the Services, MPAAS facilitates the transfer of payments to Vendors for the performing the Job and collects payments on behalf of such Vendors.

**JOB** means and includes the job published by the Customer on the MPAAS Platform with respect to Metrology and other manufacturing services that are required by the said Customer to be performed by a Vendor which is chosen by the said Customer on the MPAAS Platform.

**JOB Information** means and includes all the requisite information that is inputted by the Customer on the ‘Post a Job’ page of the Platform for specifying the nature and requirements for undertaking the Job.

**VENDOR** means and includes such users who are registered as Vendors on the MPAAS Platform and choose to accept the Job published by the Customer

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**Charges** mean the amount payable by the Customer to the Vendor for undertaking and completing the Job

**A Registration with Platform**

You shall be entitled to use the services of MPAAS Platform only upon your successful registration as a Customer and creation of your account. Each registration is for a single user only. You shall not share your login details with others. You are responsible for maintaining the confidentiality of your User ID and Password and Company shall not be liable for any unauthorised access to your account. While registering with the Platform, you agree to provide true, correct and updated information as required by us. In case you provide any wrong or incomplete information, or Company has a reasonable ground of believing so, Company shall have the absolute right to block your access to the Platform and refuse to provide you with access to its services. In such situation, Company shall not be liable for any loss or damage arising from Your failure to comply with these registration terms.

You agree to receive communications from us regarding (i) requests for payments, (ii) information about us and the Services, (iii) promotional offers and services from us and our third party partners, and (iv) any other matter in relation to the Services.

**B. Posting of Job**

The Customer shall be entitled to post the Job on the 'Post a Job' page of the MPAAS Platform. The Customer shall be responsible for providing complete and accurate information as required on the said page and shall remain bound by the information so provided. Company shall not be liable in any manner for wrong, incomplete or inaccurate information provided by the Customer.

**C. Acceptance of Job**

The Customer shall also be solely responsible for accepting the bid(s), if any, placed by the Vendor. Such acceptance of bid by the Customer shall be solely at its own risk and consequences without any liability of Company with respect to the completion or quality of the said Job by the Vendor.

**D. Payment Terms**

The Customer shall be liable to make payment to the Company upon successful completion of the Job by the Vendor as per the terms of the Work Order/Purchase Order. Customer understands and agrees that the said terms of payment are binding upon it and its failure to comply with the

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said terms shall entitle Company to terminate Customer's account and recover such damages and liabilities that are incurred by Company, if any, on account of Customer's non-compliance.

**E. Cancellation of Job**

Customer shall be entitled to Cancel/Terminate the Job only till such time that the said Job has not been confirmed by the Vendor on the MPAAS Platform.

The Customer understands and agrees that subsequent to confirmation of the Job on the MPAAS Platform, the same cannot be cancelled.

If subsequent to confirmation of Job on the MPAAS Platform, the said Job is not completed on account of any reason attributable to the Customer, including work stopped by Customer, the Customer agrees and undertakes to pay such charges to Company which would be borne by the Vendor towards having prepared for the Job and to the extent of having performed the Job. The Customer further agrees and undertakes to pay such charges upon first demand of Company and further agrees and undertakes to pay such charges as estimated by Company without any dispute or cavil.

In case of non-compliance by the Customer, Company shall be entitled to recover the said Charges with interest as per law.

**F. Liabilities**

Customer agrees and understands that MPAAS plays a limited role of facilitating a connection between the Customer and Vendors and that Company in no event whatsoever would be liable or responsible for fulfilment or performance of any Jobs, or for any acts or omissions of the Vendors during their performance of the Job including any damage they may cause. By confirming a Job through the MPAAS Platform, you are entering into a contract with the relevant Vendor for provision of Metrology and other manufacturing services, and Company accepts no responsibility or liability, nor does Company make any warranty, representation, or guarantee in respect of the Vendor's performance under that contract.

Customer hereby accepts full responsibility for any consequences that may arise from its use of the MPAAS Platform, and expressly agrees and acknowledges that Company shall have absolutely no liability in this regard.

To the fullest extent permissible by law, Company, its affiliates, and its related parties, each disclaim all liability for any loss or damage arising out of, or due to:

- (i) your use of inability to use, or availability or unavailability of the Vendor;

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(iii) the failure of the MPAAS Platform to remain operational for any period of time;  
and

In no event shall Company, its officers, directors, and employees, or its contractors, agents, licensors, partners, or suppliers, be liable to you for any direct, special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation, lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, including but not limited to any abuse or breach of data), even if Company or an authorised representative had been advised of the possibility of such damages, arising out of, or relating to (A) these Terms, (B) the Services, (C) your use or inability to use the Services or (D) any other interactions with another user of the Services.