TERMS AND CONDITIONS

These terms and conditions of use (T&C) apply to Your use of www.krystahlesg.cloud web-platform operated by Global Institute for Circular Economy and Sustainable Development Goals, PBEL City, Peeramcheru, Hyderabad, Telangana 500008, India.

We intend to provide you (You, Your / User company) with the best quality technical advisory services like, ESG Reporting, ESG report validation and related Services, on our web-platform. Please read these Terms & Conditions prior to using our web-platform or any of our related Services.

By visiting this web-platform or creating an Account (as defined below) on the Platform, You accept and agree to be bound by the Terms & Conditions. These Terms (i) qualify as an electronic record under the Information Technology Act, 2000 read with the rules and regulations made there after and is generated by a computer system; and (ii) will not require any physical, electronic, or digital signature.

The User unequivocally agrees that these Terms as well as the Privacy Policy available at (www.krystahlesg.cloud (Privacy Policy), and the Cookie Policy available (Cookie Policy) on www.krystahlesg.cloud constitute a legally binding agreement between the User and the Company, and additionally the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any particular Service that is availed by the User, and that the same shall be deemed to be incorporated into these Terms and shall be treated as part of the same.

The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, for use of the Services provided through the Platform, constitutes the User's full and final acceptance of these Terms & Conditions and the aforementioned Policy.

I. ABOUT ESG PLATFORM

We offer this B2B ESG Platform i.e. with the platform as a services to You /your company for the following use:

- A. Prepare the ESG report in BRSR or BRSR Lite format, as suitable for your business/ organisation;
- B. Developing sustainability goals for businesses and tracking progress towards achieving those goals;
- C. Conducting supplier and/or investee sustainability assessments,
- D. Monitoring supplier performance to ensure compliance with ESG/ sustainability standards,
- E. Enable analytics and reporting capabilities to help businesses make informed decisions,
- F. Publishing ESG disclosures as per established frameworks such as BRSR or BRSR Lite from SEBI, India.
- G. This clarification is done to avoid any doubt;
- H. This is a technology platform. In case of any technical or manual error including but not limited to downtime and/or unavailability on the web-platform, Krystahl will take reasonable steps of correction to restore it. If such a correction creates a liability on you/your organization for any losses or damages, you/ your organization will be required to incur that liability. We are not responsible for any errors or corrections, and you may not take recourse against us for any such errors or corrections.
- I. Krystahl grants to the user/you a right to access and use the Platform and the Services in India that is non-exclusive, non-transferable, non-sub-licensable, revocable, and limited. The above grant of rights can be enforced by deploying technologies or processes.
- J. The subscription fee is non-refundable.
- K. Subscription fee is for use of platform, for 30 days (24hour format, IST).
- L. Subscription renewal is required for continuous use, after completion of 30days. New subscription can be purchased whenever required, for preparation and submission of ESG report in BRSR /BRSR Lite Format (in standard formats, as provided by SEBI, India).
- M. User will be able to use allied / support services provided on the platform. This is consist of free as well as paid services, related to ESG reporting and advisory services on environment, climate change and circular economy.
- N. Admins will use analytics to enhance platform services and make it easier for customers/user companies, to use
- O. Geography: India
- P. The web-platform may provide links or other forms of reference to other websites or resources that we are not able to control. We may be providing links or references to external platforms or resources to You, only as a convenience to your company /you and that we make no representations whatsoever about any external website/platforms which You may access through or via this Platform, including such External Platforms being free of such items as spams/destructive viruses, and other items of a destructive nature. Before using External Platforms, it is recommended that you review their terms of use and policies on privacy and other topics. We are not responsible for third party content accessible through the Platform, including opinions, advice, statements, prices, activities, and advertisements, and You shall bear all risks connected with the use of such content on such External Platforms.
- Q. The Krystahl's Platform will not make unauthorised use of any company's data or information entered on the platform.

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II. DEFINITIONS

- Unless otherwise required in the context or meaning of these Terms, the capitalized terms listed below shall have their meanings assigned to them herein below:
- I. Account, means, In order to access the Services on the web-platform, You will have to register on the Platform by setting up/creating an account and providing details as may be required and provided for in the Policy (Primary Account). While registration/creating a Primary Account, user company can also set up/create an account of one team member i.e. user accounts associated to the Primary Account, free of cost. For the purposes of these Terms, an 'Account' will be deemed to include a Primary Account and one User Account.
- II. Applicable Law(s) shall mean all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives and orders as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board, or court having jurisdiction over the matter in question.
- III. Intellectual Property shall mean and includes any and all logos, copyright images, titles, slogans, and all other literary material, trademarks, trade names, domain names, designs, all confidential and proprietary information, knowledge, technology, computer programs, software, any licenses, sub-licenses and permissions, goodwill, know-how, concepts, ideas, and all other intellectual property and other ancillary assets recognized as such under any jurisdiction, and in industry usage or otherwise.
- IV. Intellectual Property Rights shall mean all rights in any Intellectual Property, in each case whether registered or unregistered and including all applications for registration, and rights to apply and make such applications, or such other similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world.
- V. Confidential information shall include, third party information, Intellectual Property Rights, proprietary technique, material and any and all information relating to the Disclosing Party, including without limitation, financial results and projections, costs and prices, details of suppliers, employees and consultants (past, present or prospective), technologies, technical, business strategies, marketing, pricing, strategies, trade secrets, the terms of this Agreement as well as any such information not generally known to third parties or received from others, whether such information has been designated as confidential or otherwise, to which You have or gain access to under these Terms or which is available to you directly or indirectly, whether in writing/oral or any other tangible/intangible or electronic form.
- VI. Disclosing Party shall mean the person providing the Confidential Information.
- VII.Group/Group Entities includes, with respect to any person/entity that is controlled by such person, or any entity that controls such person, including the parent entity, or any entity that is under common control with such person, whether directly or indirectly, or, in the case of a natural person, any relative of such person.
- VIII.Primary Account/User Account, means, account created by the employee of the company /user from any company, that intend to develop BRSR Lite / BRSR Report on this platform.
- IX. Receiving Party shall mean the person receiving the confidential information.

III. REGISTRATION: ACCOUNT CREATION

A. The process to create account, is provided, stepwise.

STEP-1: Click on Register > Choose BRSR or BRSR Lite > Fill in the Details > Authenticate Your Details > Submit.

STEP-2: Receive Approval within 78 Hrs, after Registration.

STEP-3: Make payment, for Monthly Subscription > Receive approval to use the platform (within 24 Hours)

STEP-4: Login> Initiate Reporting.

NOTE: Monthly subscription provides access to the platform, for 30 days (upto midnight of 30th day).

B. You shall ensure and confirm that the Account information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, You shall promptly notify the Company in relation to the same. You will be responsible for maintaining the confidentiality of the Account information and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Krystahl, about any unauthorized use of Your Account information or any other breach of security; and (b) ensure that You logout from Your Account at the end of each session. Krystahl (GICE&SDGs) (NGO) cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by the us or your company (user) or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential.

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- C. You are responsible for ensuring that all persons employed or engaged by You who access the Platform through the Account (including User Accounts) are aware of the Terms and Policy, and other applicable terms and conditions, and that they comply with them to the full extent.
- D. You may access the Platform only in geographic locations within India or in geographies where Krystahl permits. We may limit the availability of the Platform to any person or geographic area at any time, without any prior notice or consent. If You choose to access the Platform outside India i.e. the geographic areas where the Krystahl makes it available, You do so at Your own risk and You may be in breach of these Terms, or Applicable Law. Further, You may not have access to the Platform outside the geographic location where this Platform is made available and in such cases, the User experience may vary and some or all features may not be available.

IV. USE OF GICE&SDGs- KRYSTAHL'S PLATFORM AS A SERVICE

- 1. Subject to compliance with the Terms, the Krystahl hereby grants You a non-exclusive, non-transferable, non-sub-licensable, revocable and limited right to access and use the Platform, limited privilege to access and use the Platform. You agree to use the Platform only:
- (a) for purposes that are permitted by the Terms; and
- (b) in accordance with any Applicable Law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use of the Platform by the Krystahl or other Users.
- 2. You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by the Krystahl. You shall not use any AI tool, deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or avoid the navigational structure or presentation of the Platform to obtain orattempt to obtain any materials, documents or information through any means not specifically made available through the Krystahl ESG Platform.
- 3. Further, You undertake not to upload, transmit, store, or update any information on the Platform that:
- A. belongs to another person and to which the User does not have any right;
- B. is not related to ESG reporting, not a part of BRSR/BRSR Lite;
- C. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to Applicable Laws,
- D. is harmful to a child,
- E. infringes any patent, trademark, copyright, or other proprietary rights,
- E. violates any law for the time being in force,
- F. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact OR impersonates another person;
- G. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- H. contains software virus or any other computer code, file or program designed to interrupt, destroy, or limit the functionality of any computer resource;
- I. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
- J. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;
- K. violate the Terms contained herein or elsewhere and/or the Policy; and
- L. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- 4. In relation to Platform and/or Services, you must not:
- A. use the Platform and/or Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or any Policy, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into any part of the Platform and/or Services;

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- B. infringe Company's Intellectual Property Rights or those of any third party in relation to its use of the Platform and/or Services;
- C. use the Platform in a way that could damage, disable, overburden, impair or compromise Company's systems or security or interfere with other users;
- D. interfere or disrupt the operation of Platform and/or Services or the servers or networks used to make the Platform and/or Services available, including by hacking or defacing any portion of the Platform and/or Services, or violate any requirement, procedure or policy of such servers or networks;
- E. restrict or inhibit any other person from using the Platform and/or Services or any part thereof;
- F. reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or use any of) Platform and/or Services except as expressly authorized herein, without our express prior written consent;
- G. reverse engineer, decompile or disassemble any portion of the Platform and/or Services, except where such restriction is expressly prohibited by Applicable Law;
- H. frame or mirror any portion of the Platform and/or Services, or otherwise incorporate any portion of any Platform and/or Services into any frame or service, without our prior written consent;
- I. systematically download and store any part of the Platform and/or Services in a manner not permitted in writing by the Krystahl;
- J. use any robot, spider, site search/retrieval application, AI tool, or other manual or automatic device to retrieve, index, "scrape", "data mine" or otherwise gather digital content, or reproduce or circumvent the navigational structure or presentation of the Platform and/or Services without Company's express prior written consent; or
- K. attempt to decipher any transmissions to or from the servers running any service on platform.

V. CONTRACT

The User represents and warrants that it is competent and eligible to enter into legally binding agreements and that it has the requisite authority to bind itself to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use the Platform if it is not competent to contract under the Indian Contract Act, 1872, or is disqualified from doing so by any other Applicable Law, rule or regulation currently in force.

VI. INTELLECTUAL PROPERTY

- A. You hereby acknowledge and agree that all rights, title and interest, including but not limited to Intellectual Property Rights in and to the Platform and the Services, including the underlying software and any software, which includes any modifications, updates or derivative works associated thereto, and all the trademarks, names and logos, processes, know-how, data, formulas, documents and any other materials created or provided by Krystahl (GICE&SDGs) or obtained from Us and the Intellectual Property therein (Company IP) belongs exclusively to and/or is licensed to Us and/or Our Group GICE&SDGs, brand name Krystahl.
- B. You shall not reproduce, access the Platform in source code form, modify, reverse engineer, decompile, disassemble, adapt, distribute, publish, translate, alter, display, upload, broadcast, transmit or hyperlink the our organisation's IP in any manner and in any form. You shall not challenge the validity or Our ownership of or right to the GICE&SDGs Krystahl's IP. Except for the limited rights granted to You under these Terms, to use platform as a service, You shall have no other rights, title, or interest in or to GICE&SDGs Krystahl's IP.
- C. We make no warranties or representations whatsoever in relation to the GICE&SDGs -Krystahl's IP. We are not liable for any damages, loss, expenses, or costs in the event that the organisation's IP or any part of it infringes or is alleged to infringe the rights of any third party. We will have control of all proceedings in any court of law or tribunal in respect of any infringement of the GICE&SDGs -Krystahl's IP.
- D. The foregoing is Your sole remedy and Company's sole obligation with respect to intellectual property infringement claims.
- E. Feedback: If You provide Us with any feedback or suggestions regarding the Platform and Services (Feedback), you hereby assign to Us all rights in such Feedback and agree that We shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback as non-confidential and non-proprietary. You agree that You will not submit to Us any information or ideas that You consider to be confidential or proprietary.

VII. DISCLAIMER: WARRANTIES & LIABILITY

You completely understand and agree that, to the maximum extent permitted by Applicable Law:

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- A. The Platform as a Services are provided by the Company on an "as is" basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. No advice or information, whether oral or written, obtained by You from the Company shall create any warranty not explicitly stated in the Terms.
- B. Company will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without your knowledge.
- C. Company has endeavoured to ensure that all the information on the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information regarding the Services or otherwise. The Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Platform during periodic maintenance operationsor any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond the Company's control.
- D. We do not warrant that the functions on the Platform as a Services will meet your requirements or be available, timely, secure, uninterrupted or error free. Service provider will not be liable for any service interruptions, including, but not limited to system failures or other interruptions, caused due to unseen reasons.
- E. We as a Service Provider shall not be liable for any loss, damage or liability that you/your company may incur by or as a result of the use of the Platform and/or any corruption, unauthorised access, loss or deletion of your data or information.
- F. The Service Provider disclaims all liability for any risks, direct, indirect or ancillary, whether in relation to the Platform/ Services, that may be caused to you due to the use of Platform/Services.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. You agree to indemnify, defend and hold harmless the GICE&SDGs and its affiliates including but not limited to its officers, directors, consultants, agents and employees (Indemnitees) from and against any and all losses, liabilities, claims, damages, demands, costs and expenses; including legal fees and disbursements in connection therewith and interest chargeable thereon, asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms and/or the Policy. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Platform as a service, any misrepresentation with respect to the data or information provided by you, your violation of the Terms, and/or the Policy, your violation of Applicable Laws, or your violation of any rights of another, including any Intellectual Property Rights.
- B. In no event shall the Company and its officers, partners, consultants, agents and employees, be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with your use of or access to the Platformor Content on the Platform.
- C. The GICE&SDGs will not be liable to you for any loss or damage, whether in contract, wrongful act including negligence, breach of statutory duty, or otherwise, even if foreseeable, or unforeseen arising under or in connection with:
 - use of, or inability to use, the Platform as a Services, or any part thereof; or
 - use of or reliance on any content displayed on the Platform.
- D. Notwithstanding anything to the contrary in these Terms, the aggregate liability of the organisation to you arising out of all matters in connection with this Agreement, shall not exceed the amount equal to:
 - (a) the pro-rated subscription fee for the immediately preceding month ascribed to the organisation from You; or
 - (b) INR 50,000 (Indian Rupees Fifty Thousand), whichever is lesser.
- E. The limitations and exclusions in this Section apply to the maximum extent permitted by Applicable Laws.

IX. VIOLATION OF THE TERMS

You agree that any violation by you (as the user of the platform) of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to the organisation, for which monetary damages would be inadequate, and you consent to the organisation obtaining any injunctive or equitable relief that they

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deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the organisation may have at law or in equity.

X. CONFIDENTIAL INFORMATION

- A. GICE&SDGs- Krystahl's ESG Platform as a Service is a B2B platform exclusively for use by the companies either mandated for ESG reporting compliance OR keen to develop ESG report for investment, design making for investment / divestment, OR ESG Impact Assessment. This platform is for the use by Subscriber Only.
- B. We Disclosing Party may provide to You the Receiving Party/ Subscriber / User of the Platform as a Service, Confidential information We may consider essential for your conduct on this Platform as a Services. You as the Receiving Party agrees to safeguard this Confidential Information of the Disclosing Party to the public and third-parties and shall take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information to the public and third parties, and fully comply with all Applicable Laws including data protection laws.
- C. You, the Receiving Party agrees to use the Confidential Information exclusively for the purposes of these Terms i.e. to prepare own BRSR Lite OR BRSR Report, and You shall not make the Platform's information/knowledge/interface/design and any information pertaining to the platform, available to any third party, in any circumstances.

XI. COMMUNICATIONS

We may use your registered information that we collect, while registration, to interact with you/your offices directly via email. We may send the communication that may be relevant to your business. We may send you a notification or some information regarding updates which may be beneficial and helpful for your business in attaining the goals that you have set out to achieve through ESG Reporting. You may choose to opt out of all communication by clicking the unsubscribe option provided as part of our communication/emails.

XII. TERMINATION OF USE

- 1. The Terms will continue to apply until terminated by either you or the organisation as detailed below. If You object to the Terms or are dissatisfied with the Platform, your only recourse is to;
 - close your Account on the Platform; or
 - stop accessing the Platform.
- 2. You shall be liable to pay any fees or charges as may be applicable in respect of the Services until the date of termination by either party whatsoever. For avoidance of doubt, it is hereby clarified that this Section is without prejudice to the payment terms agreed with the Organisation for any Services provided to you, prior to termination, and it will continue to apply.
- 3. The Company may delist You and/or block Your Account and/or future access to the Platform and/or suspend and/or terminate Your Account if it believes, in its sole and absolute discretion that You have infringed, breached, violated, abused, or unethically manipulated or exploited any term of this Policy or anyway otherwise acted unethically. Notwithstanding anything in this Section, these Terms will survive indefinitely unless and until the organisation chooses to terminate them.
- 4. If You or the Company terminate Your use of the Platform, the Company may delete any materials relating to You and the Company shall have no liability to You or any third party for doing so.

XIII. GOVERNING LAW AND JURISDICTION

These Terms and your use of the Platform / Services shall be governed and read in accordance with the laws of India. You agree to submit to the exclusive jurisdiction of Courts in Hyderabad, India.

XIV. MISCELLANEOUS

- A. Force Majeure Event: Should the whole or any part of the performance of any part of Our obligations or exercise of Our rights hereunder be prevented or delayed by causes, circumstances or events beyond Our control, including delay due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, strikes, epidemic or other causes of like character beyond Our reasonable control (Force Majeure Event), then, We shall be excused and absolved from performance of these Terms for so long as such Force Majeure Event continues to prevail.
- B. Electronic Communications: The communications between You and Us use electronic means, whether You use the Platform or send Us emails, or whether We post notices on the Platform or communicate with You via email. 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 be in a hardcopy writing.

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- C. Changes to the Terms: We reserve the right to amend these Terms from time to time to ensure that these Terms are consistent with any developments to the Platform and Services. We will notify You of any changes to these Terms by way of an email and will make available the updated Terms on the Platform. You will be required to provide Your consent and acceptance to the updated Terms before You can continue accessing the Platform and the Services, after such changes. You are encouraged to visit the Platform from time to time to ensure that You are well informed of Our latest policies in relation to the applicable risk to Your use of the Platform and Services. All transactions and dealings on the Platform shall be subject to the latest version of these Terms in force at the time. You may determine if any such revision has taken place by referring to the date on which these Terms were last updated.
- D. Change in Applicable Law: You hereby agree that that where any change in any Applicable Law requires any modification or alteration to these Terms, such alteration or modification shall be made forthwith by Us and You will be bound by such Terms as altered or modified.
- E. No Waiver: You agree that no term or provision under these Terms will be deemed waived. No failure or delay on the part of on Our part in exercising any right, power or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege, and any one instance shall not be deemed or construed to be a continuing waiver of default or breach of such term or condition for the future or any subsequent breach thereof.
- F. Severability: Each and every obligation under these Terms shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision(s) of these Terms are unenforceable due to any Applicable Laws or by any order passed by a court of law, We endeavour to amend such parts as may be necessary to make such provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from these Terms and any such deletion shall not affect the enforceability of the remainder of these Terms not so deleted.
- G. Privity of Contract: Save as otherwise clearly provided in these Terms, any person who is not a party to these Terms is not liable to enforce these Terms.

XV. QUERIES REGARDING THE TERMS

Please feel free to contact Us at <u>ESG@krystahl.in</u> / <u>ESG@krystahlesg.cloud</u> regarding any questions on the Terms & Conditions.

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