

## WELCOME TO VAKILADVISE.COM

Since we will not be meeting face to face, it is important to set out the terms of the agreement clearly in advance.

If you have any queries about VakilAdvise, please do not hesitate to contact us. In this agreement, we have referred to the VakilAdvise service as the "service", to you as the "user" and to our agreement as the "agreement".

If you wish to use our "Common Needs" feature, you affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties consequent to the creation of the documents, and are aware of the same. Kindly contact us for further assistance.

## II. VAKIL ADVISE ONLY PROVIDES A MEDIUM FOR INTERACTION

Vakil Advise is an internet portal that facilitates communication between legal professionals and potential users of legal services. Vakil Advise acts as a venue for providers and consumers of legal services to exchange information with the goal of eventually forming a professional relationship. Vakil Advise does not guarantee that users will successfully find an advocate/lawyer/attorney through this system. Vakil Advise takes no position and offers no opinion on when or if a lawyer-client relationship has been formed.

In order to provide an optimal forum for lawyers and clients, Vakil Advise does not involve itself in the agreements between lawyers and clients or the actual representation of clients. Therefore, we cannot ensure the completion of the agreement or the integrity of either party. The user, and not Vakil Advise, is solely responsible for assessing the integrity, honesty, and trustworthiness of all persons with whom the user communicates on this service.

### **(a) Disclaimer of lawyer-client relationship**

Vakil Advise is not an agent of lawyers. It only facilitates the communication of lawyers and potential clients. Any electronic communication sent to Vakil Advise alone will not create a lawyer-client relationship between the user and Vakil Advise, such being expressly denied.

### **(b) Vakil Advise does not promote any User.**

Vakil Advise seeks to help every needy litigant find lawyers best suited to his/her needs. Vakil Advise is not intended to be a source of advertising or solicitation and the contents of the website should not be construed as legal advice. Vakil Advise may recommend subscribing lawyers if they match a user's requirements, but not otherwise. Transmission, receipt or use of Vakil Advise

does not constitute or create a lawyer-client relationship. No recipients of content from this website should act, or refrain from acting, based upon any or all of the contents of this site. We welcome the user to study the profiles of lawyers independently and make an informed choice.

**(c) Specifically, Vakil Advise does not provide any avenue for solicitation**

Vakil Advise hides information about clients from lawyers until the client communicates with the lawyers directly or online. Therefore, the lawyers are not allowed to view private information about potential clients.

**(d) Vakil Advise does not provide Legal Advice**

Vakil Advise 'Common Needs' feature uses only user supplied content to produce basic documents. The information provided in the 'FAQs' section also does not amount to legal advice, such merely being commonly asked queries about Will making, Lease Agreement drafting, Cheque Dishonour notices, Money recovery notices, Power of Attorney to collect rent and other documents which may be added from time to time. Users are advised to consult lawyers if they need specialized guidance on any of these documents.

**(e) 'Common Needs'- Resale of Forms Prohibited**

Vakil Advise grants you a limited, personal, non-exclusive, non-transferable license to use our "Common Needs" feature for your own personal use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use.

By ordering a document from Vakil Advise, you agree that the document you purchase may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of Vakil Advise. Reselling or distributing without permission amounts to a violation of Vakil Advise's exclusive copyright and is liable to prosecution.

**(f) Disclaimer of representations by users**

Vakil Advise makes no representation, guarantee, or warranty (express or implied) as to the legal ability, competence, or quality of representation which may be provided by any of the lawyers or law firms which are listed through this site or any affiliate thereof.

**Please note that neither Vakil Advise, nor any of its subsidiaries or employees are advocates. We are not a law firm and we do not provide legal advice.** Nothing on our website or material sent to you in our communication is to be construed as legal advice.

Our website, blog and other material is only for the purpose of spreading information and awareness and are not substitutes for the advices or services of an advocate or legal professional.

Wherever required in order to fulfil your needs, we will facilitate a connection with a suitable professional such as lawyers, chartered accountants or company secretaries. Please bear in mind that such professionals are not our representatives, agents or employees. Our site and services are only one source of information among the many sources that are available to you. You may wish to consider multiple sources in order to make an informed decision.

The decision to engage any of these professionals is an important one, and one that you must make carefully based solely on your own judgment. If you agree to avail of the services on our website, you are giving us permission to make this selection on your behalf. If you disagree with these terms and conditions, or do not want us to choose a suitable professional to fulfil your request, please do not use our services.

We constantly strive to keep our content and documents accurate, current and up-to date. However, because of changes in the law and regulations, we cannot and do not guarantee that any or all of the information on the site and other communication is completely correct and up-to-date.

Please be advised that sometimes, the law, legal requirements, rules and regulations are location specific and may differ from location to location. The general information or other material we provide cannot fit every situation or circumstance.

Our sites and services are not intended to create any advocate-client relationship, and your use of our sites and services does not and will not in any circumstance create any such relationship between you and us.

### III. USER GUIDELINES

The users of Vakil Advise are granted a non-exclusive, limited right to access and use the service in accordance with the rules that are described in this contract. In order to keep this system attractive and useful for all users, it is important that users follow the rules of the system. Vakil Advise reserves the right to deny further access to its service to any user who violates these rules, is the subject of complaints by other Vakil Advise users or for any other reason.

Users engaged in any of the following activities on our system will not be tolerated:

- ✓ Foul or otherwise inappropriate language.
- ✓ Racist, hateful, or otherwise offensive comments.
- ✓ Promote or provide instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- ✓ Defame any person or group which includes people of all ages, races, religions, and nationalities.
- ✓ Violate the rights of another, including but not limited to the intellectual property rights of another. This includes using the service for acts of copyright, trademark, patent, trade secret, or other intellectual property infringement, including but not limited to offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities (this also includes files which are solely intended for game emulation).
- ✓ Violate Internet standards.
- ✓ Use the service for displaying harassing, abusive, threatening, harmful, vulgar, obscene, or tortuous material or invading other's privacy.
- ✓ Interfere with or disrupting the service or servers or networks connected to the service by posting advertisements or links to competing services, transmitting "junk mail", "spam", "chain letters", or unsolicited mass distribution of e-mail.
- ✓ Compromise the security of the service Vakil Advise provides. Please do not try to gain access to system areas private to Vakil Advise, or to other users.

#### IV. DISCLAIMER OF INFORMATION OBTAINED ON THE SERVICE AND SOME USER SUPPLIED CONTENT

##### **(a) Disclaimer of information obtained on the Service**

Vakil Advise provides lawyers and potential clients with a forum whereby people who need legal representation or help are connected to providers of it. Vakil Advise is a resource for informational purposes and is intended, but not promised or guaranteed to be correct, complete, and up-to-date. The accuracy, completeness or adequacy of Vakil Advise is not warranted or guaranteed. Vakil Advise further assumes no liability for the interpretation and/or use of the

information contained on this website. The owner of this website does not intend links from this site to other websites to be referrals to, endorsements of, or affiliations with the linked entities. Vakil Advise is not responsible for, and makes no representations or warranties about the contents of websites to which links may be provided from this website.

Vakil Advise will make every effort to ensure that promotional material of a user trying to promote itself on the website is deleted. Apart from this, the opinions and views expressed are those of the individual users of the service and do not reflect those of Vakil Advise. Data submitted by other users (lay persons) is not verified or reviewed in any way before it appears on the Vakil Advise website. Please use due caution when using this site.

Vakil Advise makes every effort to verify that lawyers who subscribe to the service are licensed and in good standing with the local bar at the time of registration. However, Vakil Advise cannot track, verify, or monitor the standing of lawyers using the Service. Therefore, Vakil Advise makes no representation regarding the status, standing or ability of lawyers or law firm that is listed on the site.

Users are urged to make their own independent investigation and evaluation of lawyers or law firm being considered. The determination of the need for legal services and the choice of lawyers are extremely important decisions and should not be based solely on claims of expertise, or on the cost of rendering the requested legal services.

Vakil Advise is not responsible for, and in no way endorses any description or indication of specialization or limitation of practice by lawyers or law firm. Efforts will be made to avoid false information, but please be aware that no agency or board may have certified such lawyers as a specialists or experts in any indicated field of law practice. In addition, lawyers claiming specialization is not necessarily any more competent than other lawyers. It is up to the user to question the lawyers on the factual basis of any statement they make, ask for the names of the certifying agencies, and verify all information.

Users are encouraged to use caution when reviewing any information submitted by lawyers and other parties. Although Vakil Advise requires lawyers to comply with all regulations governing lawyers conduct, it is impossible for Vakil Advise to monitor lawyers' integrity.

Vakil Advise in no way endorses the content or legality of any offers, statements, or promises made by lawyers or any other parties, on or off this site.

**(b) Disclaimer of content supplied by users in the form of reviews, comments, communications, and other content**

At various locations on the Site, Vakil Advise may permit visitors to post reviews, comments, and other content (the "user content"). Vakil Advise is not the publisher or author of such user content. It only stores and disseminates the ideas and opinions that Vakil Advise members may choose to post and distribute as user content. Vakil Advise disclaims all responsibility for this content. If any offending material is brought to the notice of Vakil Advise, it will be deleted as soon as is possible. Whether such material is indeed offending will be finally be left to the discretion of Vakil Advise.

## V. LIMITATIONS ON USE

The contents of Vakil Advise are for personal use only and not for commercial exploitation. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from Vakil Advise. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy the contents without taking prior written permission from Vakil Advise. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of Vakil Advise, except to the extent permitted above. You may not use or otherwise export or re-export Vakil Advise or any portion available on or through Vakil Advise in violation of the export control laws and regulations of India. Any unauthorized use of Vakil Advise or its content is prohibited.

## VI. CONFIDENTIALITY

Vakil Advise makes every effort to maintain the confidentiality of any information submitted by users to our system and our database of lawyers. The user is however warned that the use of the internet or e-mail for confidential or sensitive information is susceptible to risks that inevitably arise on this medium. Additionally, because Vakil Advise cannot control the conduct of others, we cannot guarantee that this information will remain confidential. Please use caution in deciding what information to input into the System. Do not make any confessions or admissions. The user should preferably describe their issue or dispute in the general terms only. Specific information should only be revealed after the user has selected an advocate/lawyer/attorney and made contact outside the service (e.g. via telephone or appointment). Subscribing lawyers using this service should refrain from asking any user to reveal any specific or confidential information through the service. Vakil Advise is not responsible for the release or improper use of such information by users or any release due to error or failure in the System.

## VII. INDEMNIFICATION

The user agrees that Vakil Advise is not responsible for any harm that his/her use of this service may cause. The user agrees to indemnify, defend, and hold Vakil Advise harmless from and

against any and all liability and costs incurred in connection with any loss, liability, claim, demand, damage, and expenses arising from or in connection with the contents or use of the service. The user agrees that this defense and indemnity shall also apply to any breach by the user of the agreement or the foregoing representations, warranties and covenants. The user further agrees that this defense and indemnity shall include without limitation of lawyers fees and costs. The user also agrees that this defense and indemnity shall apply to Vakil Advise, its founders, officers and employees. Vakil Advise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the user and the user shall not in any event settle any matter without the written consent of Vakil Advise.

### VIII. COMMUNICATIONS AND OTHER DATA

Vakil Advise is not responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, backup failure, file corruption, or any other reasons.

### IX. LICENSE OF YOUR CONTENTS TO VAKIL ADVISE

By uploading content to or submitting any materials for use on Vakil Advise, you grant (or warrant that the owner of such rights has expressly granted) Vakil Advise a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. Vakil Advise however gives an assurance that any information of a sensitive nature will not be intentionally disclosed and revealed to any third party.

### X. VAKILADVISE PROPRIETARY RIGHTS

Except as expressly provided in these terms and conditions, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright or other intellectual property rights. The user agrees that the content and Web Site are protected by copyright, trademark, service marks, patents or other proprietary rights and laws. The user acknowledges and agrees that the user is permitted to use this material and information only as expressly authorized by Vakil Advise, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express authorization. The user acknowledges and agrees that Vakil Advise can display images and text throughout the Service. Users cannot extract and publish any information from the system, either electronically or in print, without the permission of Vakil Advise and the permission of all other concerned parties. This is not a complete list - other things on the system are also Vakil Advise property. Contact Vakil Advise before copying anything from the system with plans of reproducing it or distributing it.

### XI. LINKING TO VAKIL ADVISE.COM

Users are not allowed to provide links to the homepage of Vakil Advise, in any form whatsoever.

## XII. ADVERTISERS

Vakil Advise may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on Vakil Advise is accurate and complies with applicable laws. Vakil Advise will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials.

## XIII. REGISTRATION

Certain sections of Vakil Advise may require you to register. If registration is requested, you agree to provide Vakil Advise with accurate and complete registration information. It is your responsibility to inform Vakil Advise of any changes to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. Vakil Advise does not permit

a) any other person using the registered sections under your name; or

b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, please notify Vakil Advise immediately by contacting us. If we find that unauthorized use is being made of Vakil Advise and the services we provide, the right of any or many users may be terminated.

## XIV. ERRORS AND CORRECTIONS

Vakil Advise does not represent or warrant that the service will be error-free, free of viruses or other harmful components, or that defects will be corrected. Vakil Advise may make improvements and/or changes to its features, functionality or service at any time.

## XV. THIRD PARTY CONTENT

Third party content may appear on Vakil Advise or may be accessible via links from Vakil Advise. Vakil Advise is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity or profanity in the statements, opinions, representations or any other form of information contained in any third party content appearing on Vakil Advise. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of Vakil Advise.

## XVI. UNLAWFUL ACTIVITY



Vakil Advise reserves the right to investigate complaints or reported violations of the Agreement and to take any action Vakil Advise deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

#### **XVII. REMEDIES FOR VIOLATIONS**

Vakil Advise reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including but not limited to the right to block access from a particular Internet address to Vakil Advise and its features.

#### **XVIII. CONFLICTS CHECKS**

The user understands that registered lawyers will not be able to and will not perform a check for conflicts of interest between the user and other clients of the registered lawyers prior to responding to a request. Conflict checks require the user to provide their name and contact information and the identity of any affiliated entities, opposing individuals and entities, and such other information as lawyers may require. Conflict checks by registered lawyers who obtains information from the user through this service are not possible since submissions by the user to subscribing lawyers are not sufficient to conduct such a check.

#### **XIX. SEVERABILITY OF PROVISIONS**

The Agreement and the Privacy Policy constitute the entire agreement with respect to the use of the service provided by Vakil Advise. If any provision of these terms and conditions is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

#### **XX. MODIFICATIONS TO TERMS OF USE**

Vakil Advise may change the agreement at any time. The user will be responsible for checking the Terms and Conditions before use. Use of the service after the change will indicate acceptance of the new terms and conditions.

#### **XXI. MODIFICATIONS TO SERVICE**

Vakil Advise reserves the right to modify or discontinue, temporarily or permanently, the service with or without notice to the user. The user agrees that Vakil Advise shall not be liable to the user or any third party for any modification or discontinuance of the service. The user acknowledges and agrees that any termination of service under any provision of this agreement may be

effected without prior notice, and acknowledges and agrees that Vakil Advise may immediately delete data and files in the user's account and bar any further access to such files or the Service.

## XXII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

A great danger for Vakil Advise, and for all operators of online systems, is that we might be held accountable for the wrongful actions of our users. If one user libels another user, the injured user might blame us, even though the first user was really at fault. If a user uploads a program with a computer virus, and the other users' computers are damaged, we might be blamed even though a user left the virus on our System. If a user transmits illegal or improper information to another user, we might be blamed even though we did nothing more than unknowingly carry the message from one user to another. Accordingly, we need all users to accept responsibility for their own acts, and to accept that an act by another user that damages them must not be blamed on us, but only on the other user.

Although it is the goal of Vakil Advise to provide users with reliable and quality systems, we may make mistakes or experience system failure from time to time. Such problems are inevitable in operating a system of this size. We would not be able to make this system available to users if we had to accept blame or financial liability for any usability problems, system failures or errors, or mistakes or damages of any kind. In order to continue offering and improving our service, Vakil Advise must deny any warranties on this service and state that our liability for any problems connected with the use of our system is strictly limited.

These needs are accomplished by the following disclaimers:

### **(a) Disclaimer of Warranties**

The user expressly agrees that use of the service is at the user's sole risk. The service is provided on an "as is" and "as available" basis. Vakil Advise expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Vakil Advise makes no warranty that the service will meet a user's requirements, that the service will be uninterrupted, timely, secure, or error-free; nor does Vakil Advise make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. Vakil Advise makes no warranty regarding any goods or services purchased or information obtained through the service or any transactions entered into through the service.

No advice or information, whether oral or written, obtained by the User from Vakil Advise shall create any warranty not expressly stated herein.

## **(b) Limitation of Liability**

The user agrees that Vakil Advise shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or the inability to use the service or for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through or from the service or resulting from unauthorized access to or alteration of user's transmissions or data, including, but not limited to damages for loss of profits, use, data or other intangibles, even if Vakil Advise has been advised of the possibility of such damages. The user further agrees that Vakil Advise shall not be liable for any damages arising from interruption, suspension or termination of service, including, but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether or not such interruption, suspension or termination was justified, negligent, intentional or inadvertent.

## **XXIII. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement or Vakil Advise services shall be settled by binding Arbitration in accordance with laws of India. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any other dispute or disagreement of a legal nature will also be decided in accordance with the laws of India, and the Courts of Chennai shall have jurisdiction in all such cases.

## **XXIV. OWNERSHIP**

This Site is owned and operated by Vakil Advise. All right, title and interest in and to the materials provided on this Site, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned by Vakil Advise. Except as otherwise expressly provided by Vakil Advise, none of the materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site shall be construed to confer any license under any of Vakil Advise's intellectual property rights, whether by estoppel, implication or otherwise. Contact us if you have any questions about obtaining such licenses. Vakil Advise does not sell, license, lease or otherwise provide any of the materials other than those specifically identified as being provided by Vakil Advise. Any rights not expressly granted herein are reserved by Vakil Advise.

## **XXV. ENTIRE AGREEMENT**

This agreement constitutes the entire and whole agreement between user and Vakil Advise, and is intended as a complete and exclusive statement of the terms of the agreement. This agreement shall supersede all other communications between Vakil Advise and its users with

respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If at any time you find these Terms and Conditions unacceptable or if you do not agree to these Terms and Conditions, please do not use this Site. We may revise these Terms and Conditions at any time without notice to you. It is your responsibility to review these Terms and Conditions periodically.

By using Vakil Advise services or accessing the Vakil Advise site, you acknowledge that you have read these terms and conditions and agree to be bound by them.

#### **XXVI. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Vakil Advise, our officers, directors, shareholders, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the site and the materials.

#### **XXVII. CANCELLATION AND REFUND POLICY**

We strive to ensure that the services you avail through our website are to your full satisfaction, and are the best in the Industry at extremely reasonable and affordable rates.

However, there may arise situations when you desire a refund. Firstly, when you pay for the services but later on decide that you do not wish to avail them. Secondly, when there is a delay in the services offered from our side, beyond the time frame we have intimated to you, due to human error i.e., factors for which we are solely responsible. Thirdly, although we highly doubt it, you might find our services unsatisfactory. In all three situations, kindly send in an e-mail to on the Ticket that has been created in your name, marking a copy to [vakiladvisedotcom@gmail.com](mailto:vakiladvisedotcom@gmail.com). We would like to clarify that only refunds of the professional fees component of the charges paid by you shall be considered for a refund.

Upon receiving your mail, the Senior Management at Vakil Advise shall decide on whether your request for a refund should be processed, contingent on the reasons for such a request. Please note that we reserve the right to take the final and binding decision with regard to requests for refund.

Most importantly, we wish to clarify that in cases outside our control, including but not limited to national holidays, department holidays, delays on the part of the Government of India, the respective State Governments, Our affiliates or elsewhere, acts of war, acts of God, earthquake, riot, sabotage, labour shortage or dispute, internet interruption, power disruption, lack of phone network connectivity, technical failures, breakage of sea cable, hacking, piracy, we shall not be liable for any delays.

If we confirm your request for refund, subject to the terms and conditions mentioned herein or elsewhere, we will send you an e-mail seeking the details required to refund the amount which may include your Bank Account details such as the account number and the IFS code of the branch in question. Kindly note that it will take us a minimum of about 48-72 working hours from the receipt of all such information to process the refund and initiate the transfer.

We reiterate once again that only the professional fees paid for our services shall be refunded, subject to the discretion of the Senior Management at VakilAdvise.com

We assure you that we are continuously working to improve our services. For any other queries please contact our customer service desk at VakilAdvise.com

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