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3. The information, which was already known to You and has been received from a source other than the Company

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**12. TERM AND TERMINATION:** The Terms and Conditions contained herein will be effective from the instant You download, open, install or use the Software and shall continue unless terminated by either party. You may terminate the Agreement by discontinuing use of the Software by uninstalling the Software and deleting all the files connected with the Software. The License granted herein terminates automatically if You violate any of the Terms and Conditions contained herein. The provisions relating to Intellectual Property Rights and Confidentiality will survive such termination.

**13. GOVERNING LAW AND ARBITRATION:**

1. Notwithstanding the location of the Company’s server or Your place of domicile, the construction of these Terms and Condition shall be determined in accordance with the provisions of Indian Contract Act, 1872 and other laws in force in India and shall be subject to the exclusive jurisdiction of Courts in Bangalore.
2. All disputes arising under or in relation to this Agreement may be referred to Arbitration before a sole arbitrator. If the Parties fail to agree on the appointment of a sole arbitrator within the time stipulated under the Indian Arbitration and Conciliation Act, 1996, (the “Act”) the Parties shall approach the competent Court under the Act for the appointment of a Sole Arbitrator. The Arbitration proceedings shall be carried out in accordance with the provision of the Act and Rules framed there under and the place of Arbitration shall be in Bangalore. The Arbitration proceedings shall be conducted in English.

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**15. SEVERABILITY:** If any term or provision of these Terms and Conditions is hereafter declared to be illegal by a final adjudication of any tribunal or court of competent jurisdiction, such adjudication shall not alter the validity or enforceability of any other terms or provisions of these Terms and Conditions.

 **16. WAVIER:** The failure of the Company to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach on Your part to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the Company at law or in equity.

**17. MODIFICATION:** The Terms and Conditions contained herein may be modified from time to time by the Company and it shall be Your responsibility to regularly review the Terms and Conditions and Privacy Policy for any updates as available here [www.nascorgroup.com](http://www.nascorgroup.com) .

**18. NOTICES:** All notices to the Company hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or facsimile to the following Address or emailed to the following email id:

**Mention Company’s Address:-** #17, MIG 1st Stage, KHB Colony,

Basaweswaranagar, Bangalore. India.

**Mention Company’s email id:- sales@nascorgroup.com**

**I have read and understood the Terms and Condition and I hereby, out of my free will, unconditionally accept to be bound by the same.**