

TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY USING THIS WEBSITE OR ORDERING SERVICES AND/OR PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the "Agreement") governs your use of this website, BRISKCHECK.COM (the "Website"), Briskcheck Solutions ("Business Name") offer of products (i.e. Policies, Software), Services (i.e. Trainings, Information Services, Consulting) and Packages (all Policies, Software, Information Services and Consulting) collectively known as Products & Services for purchase on this Website, or your purchase of Products & Services available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines mentioned in the table of content. Briskcheck Solutions reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. Briskcheck Solutions will alert you that changes or revisions have been made by indicating version of this Agreement and the date it was last revised below the table of content. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Briskcheck Solutions encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Briskcheck Solutions for other products or services. If you do not agree to this Agreement (including any referenced policies, services, or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. PRODUCTS & SERVICES

Terms of Offer: This Website offers for sale Information, Analysis & Advisory services, certain Policies (under Corporate Policies Decks), Customized Software, Trainings, Consulting and Security Packages collectively known as Products & Services. By placing an order for Products & Services through this Website, you agree to the terms set forth in this Agreement.

- You are eligible to use verification licenses once purchased for a period of 1 calendar year from the date of purchase.
- You are eligible to download a Product (policy/document) once within 24 hours from the time of placement of the order i.e. after making the payment.

Proprietary Rights: Briskcheck Solutions has proprietary rights and trade secrets in the Products & Services offered. These products are strictly for your own consumption / usage and not for commercial purpose. **You are advised not to copy, reproduce, transmit, distribute, resell or redistribute** any Product & Services created / manufactured and/or distributed by Briskcheck Solutions. If you are noted / found to be copying, reproducing, reselling or redistributing these products & services, Briskcheck Solutions as an entity is bound to take a legal action against you and you will have to indemnify Briskcheck Solutions for all the losses incurred to Briskcheck Solutions due to your breach of this clause knowingly or unknowingly and in addition the losses as decided in the court of law. The jurisdiction for the purpose of such legal action will be Delhi only.

Briskcheck Solutions also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

GST / Other Taxes: If you purchase any Products & Services, you will be responsible for paying any applicable taxes at the time of purchase.

Customer Solicitation: Unless you notify our third party call center reps or direct Briskcheck Solutions sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations Briskcheck Solutions and its designated in house or third-party call team(s).

Opt-Out Procedure: We provide 3 easy ways to opt out from future solicitations. 1. You may use the opt out link found in any email solicitation that you may receive. 2. You may also choose to opt out, via sending your email address to: info@briskcheck.com / cs@briskcheck-policies.com with subject line "Opt-Out". 3. You may send a written remove request / letter to Briskcheck Solutions at B-171, Dayanand Colony, Lajpat Nagar 4, New Delhi 110024, India.

II. WEBSITE

Content, Intellectual Property, Third Party Links: In addition to making Products & Services available, this Website may also offer information, both directly and through indirect links to third-party websites or marketing materials. Briskcheck Solutions does not always create the information offered on this Website; instead the information may be gathered from other sources. To the extent that Briskcheck Solutions does create the content on this Website, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites are provided solely as a convenience to you. Briskcheck Solutions does not endorse the contents on any such third-party websites. Briskcheck Solutions is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.

Use of Website: Briskcheck Solutions is not responsible for any damages resulting from use of this website to / by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material of/on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website.

License: By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your personal and noncommercial use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from Briskcheck Solutions or the applicable third party (if third party content displayed on the website is used).

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant Briskcheck Solutions a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, transmit, re-sell and assign such content in any form, in all media now known or hereinafter created in future, anywhere in the world. Briskcheck Solutions does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. Briskcheck Solutions is not liable for any damage or harm resulting from any posts by or interactions between users. Briskcheck Solutions reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content Briskcheck Solutions deem objectionable at its sole discretion.

III. DISCLAIMER OF WARRANTIES

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS & SERVICES ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BRISKCHECK SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS & SERVICES. WHICH INCLUDE LICENSES, POLICIES, DOCUMENTS AND INCIDENTAL CONSULTING.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BRISKCHECK SOLUTIONS MAKES NO WARRANTY:

- a) THAT THE CONTENT IS COMPLETE AND APPLICABLE TO ALL SCENARIOS. THOUGH THE PRODUCTS & SERVICES PROVIDED ON THIS WEBSITE ARE BASED ON BEST INDUSTRY PRACTICES AND KEEPING RISKS AND COMPLIANCE IN MIND, THERE IS STILL SOME PROBABILITY / POSSIBILITY OF MISSING APPLICABLE AND IMPORTANT CONTENT WHICH MAY BE SPECIFIC TO YOUR LINE OF BUSINESS OR INDUSTRY OR OTHERWISE.
- b) THAT THE SOURCE OF THE INFORMATION IS IN-HOUSE. OUR PRODUCTS AND SERVICES ARE CREATED BY OUR EXPERT CONSULTANTS. HOWEVER, AT FEW INSTANCES THESE MAY HAVE ALSO BEEN COLLECTED FROM OPEN DATABASES AVAILABLE TO PUBLIC.
- c) THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.
- d) THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.
- e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- f) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS & SERVICES OR THAT DEFECTS IN PRODUCTS & SERVICES WILL BE CORRECTED.
- g) REGARDING ANY PRODUCTS & SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE.

- h) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IV. LIMITATION OF LIABILITY

BRISKCHECK SOLUTIONS ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS & SERVICES PURCHASED VIA THE WEBSITE.

BRISKCHECK SOLUTIONS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS & SERVICES IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

V. INDEMNIFICATION

You will release, indemnify, defend and hold harmless Briskcheck Solutions, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products & Services or your use of the Products & Services (including Trial Products & Services); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to Briskcheck Solutions, in the past as well. When Briskcheck Solutions is threatened with suit or sued by a third party, Briskcheck Solutions may seek written assurances from you concerning your promise to indemnify Briskcheck Solutions; your failure to provide such assurances may be considered by Briskcheck Solutions to be a material breach of this Agreement. Briskcheck Solutions will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products & Services, with counsel of Briskcheck Solutions choice at its expense. Briskcheck Solutions will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend Briskcheck Solutions against any claim, but you must secure/receive Briskcheck Solutions prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

VI. PRIVACY

Briskcheck Solutions believes strongly in protecting user privacy and providing you with notice of MuscleUP Nutrition 's use of data. Please refer to Briskcheck Solutions privacy policy, incorporated in this document under the section "Privacy Policy".

VII. AGREEMENT TO BE BOUND

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL

Force Majeure: Briskcheck Solutions will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or similar.

Cessation of Operation: Briskcheck Solutions may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products & Services.

Entire Agreement: This Agreement comprises the entire agreement between you and Briskcheck Solutions and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver: The failure of Briskcheck Solutions to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law: This Website originates from the Delhi State. This Agreement will be governed by the laws of the State of The Delhi State without regard to its conflict of law principles to the contrary. Neither you nor Briskcheck Solutions will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Delhi. By using this Website or ordering Products & Services, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or Services or this Agreement must be filed within three (3) months after such claim or cause of action arose or be forever barred.

Waiver of Class Action Right: BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination: Briskcheck Solutions reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and

conditions of this Agreement. Following termination, you will not be permitted to use the Website and Briskcheck Solutions may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products & Services. If your access to the Website is terminated, Briskcheck Solutions reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until Briskcheck Solutions chooses, in its sole discretion and without advance to you, to terminate it.

Content Use: Briskcheck Solutions makes no representation that the Products & Services are appropriate for all industries, businesses and for all situations. Users who order Products & Services do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local law.

Assignment: You may not assign your rights and obligations under this Agreement to anyone. Briskcheck Solutions may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

PRIVACY POLICY

THIS PRIVACY POLICY APPLIES TO BRISKCHECK SOLUTIONS. PLEASE READ THE PRIVACY POLICY CAREFULLY. BY USING THIS WEBSITE OR ORDERING SERVICES AND/OR PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY.

Briskcheck Solutions recognises the importance of maintaining your privacy. We value your privacy and appreciate your trust in us. This Policy describes how we treat user information we collect on <https://www.briskcheck.com/> and other offline sources. This Privacy Policy applies to current and former visitors to our website and to our online customers. By visiting and/or using our website, you agree to this Privacy Policy.

Briskcheck.Com is a property of Briskcheck Solutions Pvt Ltd, an Indian Company registered under the Companies Act 2013 having its registered office B-171, Dayanand Colony, Lajpat Nagar 4, New Delhi 110024, India.

Information we collect

Contact information. We might collect your name, email, mobile number, phone number, street, city, state, Pin code, country and KYC details such as address proof and identity proof.

Payment and billing information. We might collect your billing name, billing address and payment method when you buy a ticket. We NEVER collect your credit card / Debit Card number or expiry date or other details pertaining to your credit card / debit card on our

website. Credit card / debit card information will be obtained and processed by our online payment partner Razorpay.

Information you post. We collect information you post in a public space on our website or on a third-party professional and social media site belonging to / related to Briskcheck Solutions.

Demographic information. We may collect demographic information about you, licenses/policies you buy or request, or any other information provided by you during the use of our website. We might collect this as a part of a survey also.

Other information. If you use our website, we may collect information about your IP address and the browser you're using. We might look at what site you came from, duration of time spent on our website, pages accessed or what site you visit when you leave us. We might also collect the type of mobile device you are using, or the version of the operating system your computer or device is running.

Different ways of collecting information

We collect information directly from you. We collect information directly from you when you register on our website. We also collect information if you post a comment on our websites or ask us a question through phone or email.

We collect information from you passively. We use tracking tools like Google Analytics, Google Webmaster, browser cookies and web beacons for collecting information about your usage of our website.

We get information about you from third parties. For example, if you use an integrated social media feature on our websites. The third-party social media site will give us certain information about you. This could include your name and email address.

Use of your personal information

We use information to contact you: We might use the information you provide to contact you for confirmation of a purchase on our website or for other promotional purposes.

We use information to respond to your requests or questions. We might use your information to confirm your registration or respond to your queries and requests.

We use information to improve our products and services. We might use your information to customize your experience with us and serve you better.

We use information to look at site trends and customer interests. We may use your information to make our website and products better. We may combine information we get from you with information about you we get from third parties.

We use information for security purposes. We may use information to protect our company, our customers, or our websites.

We use information for marketing purposes. We might send you information about special promotions or offers. We might also tell you about new features or products or services. These might be our own offers or products, or third-party offers or products we think you might find interesting. Or, for example, if you buy a policy from us, we will enroll you in our newsletter.

We use information to send you transactional communications. We might send you emails, WhatsApp message or SMS about your account or a purchase.

We use information as otherwise permitted by law.

Sharing of information with third-parties

We will share information with third parties who perform services on our behalf.

We share information with vendors who help us manage our online registration process or payment processors or transactional message processors. Some vendors may be located outside of India.

We will share information with the event organizers. We share your information with other parties responsible for fulfilling the purchase obligation. The other parties may use the information we give them as described in their privacy policies.

We will share information with our business partners. This includes a third party who offer similar services as ours or complimentary services to ours. Our partners use the information we give them as described in their privacy policies.

We may share information if we think we have to in order to comply with the law or to protect ourselves. We will share information to respond to a court order or subpoena. We may also share it if a government agency or investigatory body requests. Or, we might also share information when we are investigating potential fraud.

We may share information with any successor to all or part of our business. For example, if part of our business is sold, we may give our customer list as part of that transaction.

We may share your information for reasons not described in this policy. We will inform you before we do this.

Email Opt-Out

You can opt out of receiving our marketing emails. To stop receiving our promotional emails, please email info@briskcheck.com / cs@briskcheck-policies.com. It may take about ten days to process your request. Even if you opt out of getting marketing messages, we will still be sending you transactional messages through email, WhatsApp Messages and SMS about your purchases.

Third party sites

If you click on one of the links to third party websites, you may be taken to websites we do not control. This policy does not apply to the privacy practices of those websites. Read the privacy policy of other websites carefully. We are not responsible for these third-party sites.

RETURN & REFUND POLICY

THIS RETURN & REFUND POLICY APPLIES TO BRISKCHECK SOLUTIONS. PLEASE READ THE RETURN & REFUND POLICY CAREFULLY. BY USING THIS WEBSITE OR ORDERING SERVICES AND/OR PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY THIS RETURN & REFUND POLICY.

Thanks for choosing our website.

If you are not entirely satisfied with your purchase, we are here to help.

Returns

Licenses once purchased and/or assigned cannot be returned.

Please note that you purchase verification licenses from our website. Once purchased these licenses cannot be returned as by going through the process you get access to our proprietary information and the process.

Though these licenses are valid for a period of 1 year, we may consider extending them for further period as we feel appropriate only in exceptional cases.

Downloadable content once purchased and downloaded cannot be returned.

Please note that you download content from our website in the form of policies, procedures, forms and packages. This content once downloaded cannot be returned as by downloading you get access to our proprietary and the paid information.

If the content is not downloaded after payment, to be eligible for a return, you should not have made any attempt to download it and your item must not have been downloaded after payment.

If you have made an attempt to download, you are not eligible for return.

If you were not able to download after making an attempt to download, you can write to us at our help/support page or at cs@briskcheck-policies.com to get your item upon producing the receipt or proof of purchase.

Refunds

Licenses once purchased and/or assigned cannot be refunded.

Please note that you purchase verification licenses from our website. Once purchased these licenses cannot be returned as by going through the process you get access to our proprietary information and the process. Therefore, no refund is made to you even if you do not use the licenses. Please note that these licenses are non-transferable and non-refundable. Please make sure you are absolutely sure about purchasing these licenses.

Downloadable content once purchased and downloaded cannot be refunded.

Please note that you download content from our website in the form of policies, procedures, forms and packages. This content once downloaded cannot be returned as by downloading you get access to our proprietary and the paid information. Therefore, no refund is made to you even if you do not like the content after downloading it from our website.

You become eligible for a refund if you have not made any attempt to download it and your refund is approved keeping return policy in mind.

Whether to refund your money or not is at the sole discretion of our investigating team who will closely look into your case and approve your refund if they find you eligible.

If your refund is approved, you will receive the credit within a certain amount of days, depending on your card issuer's policies.

Forgetting the usage or Download

- If you forget to use the licenses purchased, you may be notified by our team for usage before the expiry of these licenses. Remember that usage is completely your responsibility. Under no circumstances you are eligible for a refund after the purchase of the licenses.
- If you could not download the content within prescribed time due to unavoidable reasons, you may request for download extension by writing to us at our help/support page or at cs@briskcheck-policies.com. Under no circumstances you are eligible for refund of your money in this case.

You are eligible to download a Product (policy/document) once within 24 hours from the time of placement of your order i.e. after making the payment. If you could not download the content within prescribed time due to unavoidable reasons, you may request for download extension by writing to us at our help/support page or at cs@briskcheck-policies.com. Under no circumstances you are eligible for refund of your money in this case.

Contact Us

If you have any questions on return or refund, contact us at our help/support page or at info@briskcheck.com or cs@briskcheck-policies.com.

GRIEVANCE CELL & ADDRESS FOR COMMUNICATION

Grievance Officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Ms. Jyolsna Warriier

B-171, Dayanand Colony, Lajpat Nagar 4, New Delhi 110024

Phone: +91-11-4162 5523

Email: info@briskcheck.com

If you have any questions about this Policy or other privacy concerns, you can also email us at info@briskcheck.com or cs@briskcheck-policies.com.

Updates to the Terms of Agreement (ToC)

This document was last updated on January 10, 2022. From time to time we may change our website usage and privacy practices. We will notify you of any material changes to this agreement as required by law. We will also post an updated copy on our website. Please check our site periodically for updates.

Jurisdiction

If you choose to visit the website, your visit and any dispute over privacy or usage is subject to only this document. In addition to the foregoing, any disputes arising under this Policy shall be governed by the laws of India and in the jurisdiction of Delhi.

**BY USING THIS WEBSITE OR ORDERING PRODUCTS & SERVICES FROM THIS WEBSITE
YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS
AGREEMENT.**