

Terms Of Use

Welcome and thank you for using our website <https://www.fcstudios.in> ("Site", "this site" "Film Companion", "FC" "we", "us", or "our"). These terms of use ("Terms of Use") govern the use of our online and mobile websites, applications, our social media sites, community forums and blogs, platforms and services, and any other software, features, widgets, plug-ins, downloads, materials, products and services in connection with which these Terms of Use are posted or linked (collectively, "FC Services"). The term "FC Services" includes any and all text, images, videos, audio, audio-visual works, digital comics and magazines, data, information, games, software, upgrades or on or through the FC Services and any other content appearing on or made available in connection with such FC Services.

FC Services are protected by copyrights, trademarks, service marks, or other intellectual property rights that are owned by FC or third parties. FC respects the intellectual property rights of others and asks you do the same.

- 1. Your Acceptance of these Terms of Use:** Please read these Terms of Use carefully because they affect your legal rights and obligations. These Terms of Use are legally binding terms that govern your use of FC Services, and by using the FC Services you are deemed to have agreed to them. If you do not wish to be bound by these Terms of Use, you must not access or use the FC Services.

Some FC Services may also be subject to additional terms and conditions, which may include age requirements, codes of conduct, photo submission guidelines, sweepstakes and contest rules or terms for payment ("Additional Terms"). The Additional Terms supplement and are incorporated into and become part of these Terms of Use, unless otherwise expressly stated. In the event of a conflict, the Additional Terms will take precedence over the conflicting terms in these Terms of Use and all other terms of these Terms of Use will continue in full force and effect.

Please note that we reserve the right, in our sole discretion, to modify these Terms of Use at any time. You should visit these Terms of Use each time you use the FC Services to review and become familiar with any modifications we may make to these Terms of Use.

- 2. Privacy Notice:** To help you protect your privacy, we provide a policy explaining our information practices and the choices you can make about the way your information is collected and used

with FC Services. Go to <https://www.filmcompanion.in/privacy-policy/> to read this policy. Your use of FC Services constitutes your acceptance of the practices set forth in this privacy policy.

3. **How to Contact Us:** Please go to <https://www.fcstudios.in>
4. **Access to FC Services:** Access to and functionality of FC Services will depend on your device's capabilities and Internet and/or mobile network service.

FC reserves the right, without notice and in our sole discretion, to modify, suspend, or discontinue all or any part of the FC Services and/or to establish general guidelines and limitations for their use, at any time. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuation.

5. **Third-Party Sites:** FC Services may link to, integrate with, or incorporate third party content, sites, services, or platforms (collectively, "Third Party Services"). Third Party Services may contain information or material or take actions that some people may find inappropriate, objectionable, or offensive. FC is not nor shall be responsible for Third Party Services, whether in terms of their correctness, accuracy, validity, propriety, reliability, legality, security, or otherwise and FC disclaims all liability in connection therein. The inclusion of Third Party Services does not imply endorsement of any Third Party Services by FC or any association with its operators. To learn more about Third Party Services, consult the Third Party Services privacy policy and terms of use.

6. **Your Use of FC Services:**

6.1. **License to FC Services:** We grant you a limited, non-exclusive, non-sub-licensable, non-transferable and revocable license to access, view and/or use FC Services for non-commercial, personal, entertainment and/or view and/or use only as part of your interaction with FC Services subject to your complete compliance with these Terms of Use, Additional Terms, and any and all other terms and policies set forth on or in the FC Services including Third Party Services. You may access, view, and/or use FC Services solely on the number and type(s) (if so limited) of devices specified in the FC Services or in the third party store in which the FC Services were/may be downloaded (for example the Google Play store, etc.).

Subscription-based FC Services: You may cancel your subscription for any FC Services that we make available to you on a subscription basis through the applicable FC Services or Third Party Services that you used to set up your subscription. We reserve the right to change subscription terms and fees from time to time, effective as of the beginning of the next subscription term upon notice to you. Except as expressly provided herein, FC does not grant you any other express or implied right or license in or to the FC Services and all right, title and interest that FC has in the FC Services not explicitly granted to you by FC, are retained by FC without your right to use it.

6.2. **Code of Conduct:** ANY BREACH BY YOU OF ANY/ALL OF THE (a) to (j) BELOW SHALL MAKE YOU LIABLE TO LIQUIDATED DAMAGES OF RS.

5,00,000/- (RUPEES FIVE LAKHS ONLY) IN ADDITION TO INDEMNITY LIABILITY UNDER CLAUSE 15.

As part of your use of FC Services, you agree, warrant and represent not to:

- a. Download, copy, reproduce, republish, display, publicly perform, upload, post, transmit, distribute, modify, sell, rent, lease, lend, broadcast, stream, sublicense, transfer or otherwise assign or use the FC Services or any part thereof in any way unless expressly authorized by us I writing to you specifically.
- b. Bypass, modify, defeat, interfere with, tamper with or circumvent any of the security functions or protections (for example, through the use of cracking and network probing tools) of FC Services, including, but not limited to, any digital rights management functionality.
- c. Modify or remove any copyright, trademark, or other proprietary notices or labels on FC Services.
- d. Decompile, reverse engineer, disassemble, or otherwise reduce the code used in any software in FC Services into a readable form to examine the construction of such software and/or to copy or create other products or services based (in whole or in part) on such software.
- e. Use FC Services for commercial and/or non commercial purposes in any manner making it available to any third party other than you or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.
- f. Collect, disclose, or store personal information regarding users of FC Services.
- g. Use FC Services to create or send "spam" or other malicious or disruptive communications.
- h. Use software, programs, or devices which contain malware, viruses, worms, and/or 'any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of FC Services.
- i.
- j. Undertake any other activity which may adversely affect the operation, experience, or enjoyment of FC Services by any other person or
- k. Attempt to gain unauthorized access to FC Services, other computer systems or networks connected to FC Services through password mining or any other means.

6.3. Investigations: We reserve the right, without notice and in our sole discretion, to take action upon an actual or suspected violation of these Terms of Use, including but not limited to (i) investigating suspected violations of the Terms of Use; (ii) restricting, suspending, terminating, or refusing your access to or use of FC Services, in whole or in part; (iii) modifying or removing FC Services or taking other corrective actions; (iv) reporting your conduct, activity, or identity to law enforcement or other appropriate authorities; (v) taking appropriate legal action against you; or (v) otherwise taking action to protect our rights and the rights of any third party.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF FILM COMPANION (FC) DURING OR AS A RESULT OF ITS INVESTIGATIONS.

7. Your Account: You may be required to create an user account ("Account") in order to access and/or use certain aspect of FC Services. You acknowledge and agree that you have no ownership or other proprietary interest in such Account. To create an Account, you may be required or requested that you provide us with certain information, some of which may be personal information (for example, your name and/or e-mail address). Providing FC with your personal information is your choice and is/shall be subject to our Privacy Policy. You agree that all the details you provide in connection with your Account are about yourself and such details will be maintained by you as correct, current, and complete. You agree that FC has the right, in our sole discretion, to suspend or terminate your Account and refuse any and all current or future use of the FC Services (or any portion thereof). You are entirely responsible for maintaining the confidentiality of your Account, including your username and password and all access to and use of your Account, including any and all activities (including use of Virtual Currency, Virtual Items (as defined in Section 8.1, below) or any other products or services on or through the FC Services or Third Party Services, as applicable) that are conducted through the use of your username and password whether or not authorized by you. The access to your Account shall mean, imply and/or be deemed to be authorization of access by you. You agree not to transfer or resell or otherwise convey your Account or the right to use your Account or rights therein to anyone. If you have reason to believe that your Account is no longer secure, you must: (i) promptly change your password and (ii) immediately notify us of the problem by e-mailing us at info@filmcompanion.in

You shall not use anyone else's Account at any time and you shall not allow anyone else to use your Account at any time. You agree that FC shall not be liable for any loss you may incur as a result of someone else using your

Account, either with or without your knowledge. You agree to pay all fees or charges incurred by your Account, including applicable taxes at the time that the applicable fee or charge becomes payable. Unless otherwise indicated, all prices are in Indian National Rupee (INR). FC may add new products and

services for additional fees and charges, or modify any fees and charges for FC Services at any time in our sole discretion. You represent to FC that you are an authorized user of the chosen method of payment used to pay any

fees you incur plus all applicable taxes. You acknowledge and agree that you are not entitled to any refunds for fees and charges made through your

Account, and that any refunds shall be at our sole discretion or subscription rules.

8. Virtual Currency and Virtual Items:

8.1 General Terms: You acknowledge that FC Services may include fictional credits, points or currency (collectively, "Virtual Currency"). The Virtual Currency may be used to gain access to and certain limited rights to use items exclusively within FC Services ("Virtual Items"). Virtual Currency and Virtual Items provided by FC include only a limited license to use the Virtual Currency and Virtual Items governed solely under these Terms of Use. Other than a limited, personal, revocable, non-transferable, non-sub-licensable license to use Virtual Currency and Virtual Items on and in the FC Services provided or offered on or through FC Services, you agree that you have no right, title or ownership in or to any such Virtual Currency and Virtual Items and that such Virtual Currency and Virtual Items are not redeemable for any sum of money or monetary value from FC or any other person or entity at any time. You acknowledge and agree that Virtual Currency and Virtual Items have no cash value and that neither FC nor

any other person or entity has any obligation to exchange your Virtual Currency or Virtual Items for anything of value, including without limitation, real currency, and that, if your Account is terminated, suspended or otherwise modified or if your right to access FC Services is terminated, the Virtual Currency, Virtual Items and your Account shall have no value.

All purchases of licenses to Virtual Currency and Virtual Items are final. By purchasing a license to use Virtual Currency and/or Virtual Items (for example, clicking or tapping therelevant purchase button), you are confirming that you want the Virtual Currency and/or Virtual Items immediately credited to your Account and that by doing so you lose any cancellation rights.

FC has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Items, as we see fit in our sole discretion, and FC shall have no liability to you or anyone else for the exercise of such rights. For example, Virtual Currency and Virtual Items will be lost, deleted from your Account, or forfeited when/if your Account is terminated, suspended or closed for any reason or when FC discontinues any or all of the FC Services, including without limitation any FC Services provided or offered through Third Party Services.

8.2 Unauthorized Transactions: Any unauthorized transferring, trading, selling or exchanging of any Virtual Currency, Virtual Items, or Accounts (“Unauthorized Transactions”) to anyone, including among other users of FC Services, is strictly prohibited. All users who participate or assist in such activities acknowledge that FC may stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction or Account when it suspects or has evidence of fraud, violations of these Terms of Use, violations of any other

applicable law or regulation, or of any intentional act designed to interfere at all with the normal operation of FC Services. You further agree that FC may, in our sole discretion, reverse any transaction, debit your balance of Virtual Currency, including without limitation, taking actions, which may cause your balance to be zero and/or a negative amount. You acknowledge and agree that FC shall have no liability for the use or loss of Virtual Currency and/or Virtual Items due to any unauthorized third party activity, such as hacking, phishing, password mining, social engineering, and/or any other unauthorized third party or other user’s activity. FC may replace such lost Virtual Currency and/or Virtual Items under certain circumstances, in our sole

discretion on a case-by-case basis, without incurring any obligation or liability. If FC revokes your license, FC will not have any liability to you for any time spent by you, any Virtual Currency or Virtual Items associated with your Account, or for any other reason whatsoever.

9. Financial Transactions: You may be required to provide FC or its designated agent with your credit/debit card number, banking information or other billing information, and related information to purchase licenses to products or services, including Virtual Currency. You may also have the option of participating in third party offers to receive products, services or Virtual Currency. FC is not responsible or liable to you for any credit/debit card, bank-related, or other financial service charges and fees related to your transactions on FC Services, on or through Third Party Services, or for your participation in any third party offers. All such transactions are administered by a third party payment processor and/or third party store (for example Google Play). FC expressly disclaims any liability for any such transactions processed through a third party store. You acknowledge and agree: (i) that any credit/debit card transaction-related information will be treated by FC as described in the FC privacy policy (<https://www.filmcompanion.in/privacy-policy/>) and will be subject, as applicable, to the privacy policy of the third-party payment processor(s) or stores used or linked to by FC on or through the FC Services or Third Party Services, (ii) that all credit/debit card and other payment related information that you provide to FC or its designated payment processor or to a third party store, or a third party providing offers, is accurate, current and complete; (iii) that you will pay any and all charges incurred by you or any authorized user of your payment method resulting from your purchase at the rate(s) in effect when such charges are incurred; and (iv) that you are responsible for any and all central, state and local taxes relating to or arising from your purchase.

10. User Content Submitted to FC Services:

10.1. User Content From time to time, certain FC Services may invite or otherwise allow you to submit and/or post a variety of content to FC Services, such as user-generated content contests and sweepstakes entries, comments and discussions, photographs, videos, fan art, stories, ratings of our content, opinions, feedback, and other types of content ("User Content"), whether submitted to FC Services directly or through a social media or other third party site, service, or platform

Please be aware that User Content submitted to FC Service is not confidential and may be accessible by other users and the public. Please retain copies of all User Content you submit to FC Services as FC is under no obligation to return any User Content to you.

10.2. User Content Submission Requirements When you submit User Content to any FC Services, you agree to adhere to the rules below in addition to abiding by all other requirements set forth in these Terms of Use.

- a. Get permission Your User Content shall not include the names, voice or likenesses of any individual unless you know them and have express permission to include them in your User Content.
- b. Don't violate anyone's rights Your User Content shall not infringe any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks.
- c. Watch those marks: Your User Content shall include any visible logos, phrases, or trademarks that belong to third parties.

- d. Act appropriately: Your User Content shall not violate any law or may be considered to violate any law nor should it advocate or promote illegal activity. Do not submit User Content that seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable information, or otherwise. You shall not submit User Content that is or may be or may be deemed to be libellous, defamatory, stalking, obscene, pornographic, racist, abusive, harassing, threatening, offensive or constitutes hate speech, relates to or encourages money laundering or gambling. If you are in India, do not submit User Content that 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 cognizable offence or prevents investigation of any offence or is insulting to any other information.
 - e. Keep it confidential: Do not disclose inside, proprietary or confidential information or information received in the context of an employment arrangement or under a non-disclosure agreement;
 - f. Be transparent: Do not impersonate or misrepresent your connection to any other entity or person or otherwise manipulate headers or identifiers to disguise the origin of uploaded User Content.
 - g. Do not conduct business: You may not advertise any commercial endeavour (for example, offering for sale products or services) or otherwise engage in any commercial activity (for example, conducting raffles or contests, displaying sponsorship banners or sponsored videos, and/or soliciting goods, services, funds, advertisers, or sponsors) except as specifically authorized on FC Services. And/or
 - h. Caution where you link: Do not include links to, incorporate, or otherwise promote sites or services in your User Content that would violate these Terms of Use. 10.3 Our Use of User Content: By posting or uploading User Content to FC Services, including through Third Party Services, you grant to FC a royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable, assignable unrestricted, worldwide license to use the User Content, together with all consents (if any) necessary to reproduce, distribute, publicly perform, publicly display, transmit, communicate to the public, modify and make derivative works of the User Content, by any means and in all media formats and channels now known or hereafter devised, without further notice or requirement of permission from you or any other person, without payment or other reference to you or any other person, and to advertise and promote such use, in perpetuity; FC is not obligated to post or use User Content submitted through FC Services. Your submission of User Content will not be subject to any obligation, whether of confidentiality, attribution or otherwise. FC will not be liable for any use or disclosure of any User Content. FC is under no obligation to monitor Content or use of FC Services. However, FC has the right to monitor and/or moderate User Content, in our sole discretion, and to enforce our or a third party's intellectual property rights to User Content. FC reserves the right to discard or remove User Content from the FC Services without any notice and/or liability whatsoever.
11. **Unsolicited Submissions Policy:** We, at FC, are always working on providing you with new and exciting FC Services that include new ideas, concepts, offerings, content, products and services. To avoid any potential disputes about these new FC Services, we do not accept or consider unsolicited submissions of any kind, whether they may be in the form of ideas, scripts, concepts, suggestions, pitches, stories, formats, names, marketing campaigns, products, services, artwork, photographs, drawings, videos, music or otherwise, by any means of transmission to us ("Unsolicited Submission"). Therefore, please do not send us any Unsolicited Submissions. In the event you do send us an Unsolicited Submission then regardless of what the Unsolicited Submission includes, you understand and agree that your Unsolicited Submission does not create any obligation on our part to refrain from using the Unsolicited Submission or ideas similar to the Unsolicited Submission, or any part of it, to keep it confidential, or to compensate you for our use of it.
12. **Disclaimer of Warranties:** YOUR USE OF FC SERVICES IS AT YOUR OWN RISK. FC SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FC DISCLAIMS ALL WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. FC DOES NOT WARRANT THAT FC SERVICES WILL BE AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT FC SERVICES OR THE SERVERS THAT MAKE FC SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF FC SERVICES, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH FC SERVICES OR ANY WEBSITE, APP, PLATFORM, OR SERVICE LINKED TO FC SERVICES, WHETHER IN TERMS OF THEIR CORRECTNESS, ACCURACY, VALIDITY, PROPRIETY, RELIABILITY, LEGALITY, SECURITY, OR OTHERWISE. FC MAKES NO WARRANTIES THAT YOUR USE OF FC SERVICES, INFORMATION, SOFTWARE, CONTENT OR OTHER MATERIALS AVAILABLE THROUGH FC SERVICES OR ANY WEBSITE, APP, OR SERVICE LINKED TO FC SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS; AND FC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH FC SERVICES, INFORMATION, SOFTWARE, CONTENT OR OTHER MATERIALS AVAILABLE THROUGH FC SERVICES OR ANY OTHER WEBSITE, APP, PLATFORM OR SERVICE LINKED TO FC SERVICES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. **Limitation of Liability:** FC SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM ANY USE OF, OR INABILITY TO USE, FC SERVICES, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ANY MEMBER OF FC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT ANY MEMBER OF FC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW
14. **Local Regulations:** FC makes no representation that FC Services are appropriate or available for use outside India. If you choose to access and use FC Services from other locations outside India, you agree that:
- a. You will not use FC Services if you are prohibited from receiving products, services, or software originating from India;
 - b. You do so on your own initiative and at your own risk;
 - c. You are responsible for complying with local laws, if and to the extent local laws are applicable;
 - d. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the country you reside in;
 - e. You consent to having your personal information transferred to and processed in the India in accordance with FC Privacy Policy ; and
 - f. By purchasing Virtual Currency and Virtual Items, you are confirming that you want the Virtual Currency and/or Virtual Items immediately credited to your Account and that by doing so you lose any cancellation rights under applicable laws, including but not limited to the Consumer Protection Laws and/or any like laws of any/all jurisdiction.
15. **Indemnity:** You shall indemnify and hold harmless FC and its partners, officers, directors, employees, agents, distributors and its and their affiliates from and against any and all claims, demands, liabilities, costs or expenses, including without limitation, reasonable attorneys' fees and costs, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your direct use, or use conducted on your behalf, of FC Services, including but not limited to,

placement or transmission of any content onto FC's Servers, and/or from any and all use of your Account.

15. **Governing Law:** These Terms of Use will be governed by, construed and enforced in accordance with the laws of India, as they are applied to agreements entered into and to be performed entirely within India with jurisdiction at Mumbai.
16. **Disputes/Arbitration:** PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

If a dispute arises between you and us, you agree to provide us with notice of the dispute via email to info@filmcompanion.in. Upon our receipt of the notice, the parties will have a period of sixty (60) days to attempt to resolve the dispute informally before either may resort to the other alternatives described in this clause 17. With the exception of class actions (further

discussed in clause 18, claims to enforce intellectual property rights (patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), and claims of piracy or unauthorized use of FC Services, any dispute of any kind between you and any of Film Companion arising under these Terms of Use or in connection with your use of FC Services ("Dispute"), if unresolved through informal discussions within sixty (60) days of receipt of notice, will be resolved by binding arbitration in India under the Arbitration and Conciliation Act, 1996 with place of arbitration at Mumbai in English language.

Both parties reserve the right to seek a preliminary injunction or temporary restraining order from a Courts with appropriate jurisdiction at Mumbai.

However, after such request for relief has been heard by such Court, the remainder of the Dispute will be resolved by binding arbitration as set forth herein. We reserve the right to demand any remedy for violations of these Terms of Use and/or any other rules and regulations set forth on FC Services, including without limitation the right to block access from a particular Internet protocol (IP) address.

Any arbitrator proceeding over a Dispute will be a retired judge with substantial experience in the subject matter relevant to the matter in dispute.

The parties agree that an arbitrator proceeding over a Dispute will be

instructed, whenever practicable, to resolve threshold legal issues by way of motions filed by the parties.

The arbitrator, and not any Court, will have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a Court under law or in equity.

The arbitrator's award will be written, and binding on the parties and may be entered as a judgment in any Court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of the filing fee for a lawsuit, FC will pay the additional cost of the filing fee.

17. **Class Action Waiver:** You and FC agree that Disputes will be resolved on an individual basis, and that any claims brought under these Terms of Use or in connection with FC Services must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they will not participate in any class action (existing or future) brought by any third party arising under this agreement or in connection with FC Services. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then such class action is not subject to arbitration and must be litigated in appropriate Courts having jurisdiction within Mumbai City and/or Mumbai Suburbs only.
18. **Severability:** If any provision of these Terms of Use will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.
19. **Claims of Infringement:** If you believe that any FC Services infringe your copyright rights, then FC wants to hear from you immediately. Please forward the following information in writing to the address listed below:
 - a. your name, address, telephone number, and email address;
 - b. a description of the copyrighted work that you claim has been infringed;
 - c. the exact URL or a description of each place where alleged infringing material is located;
 - d. a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
 - e. your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
 - f. a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf at the following address: