

Terms of Use

Introduction

Welcome to BRSR Cloud®! We're excited to have you here but before you start using BRSR Cloud®, we do need you to look through and accept these terms. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us. To make things easier, you can use the navigation menu to find specific sections of the terms. You'll also find summary paragraphs at the top of each section to give you a heads up on what's coming up.

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services. If you still have questions or comments after you've read these terms, please go to [BRSR Cloud® contact us](#) to get in touch. We'd love to help.

Joining and Using BRSR Cloud®

In this section, we explain how to subscribe to BRSR Cloud® and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.

1. You and IRESC: When we say **you** or **your**, we mean both you and any entity or firm you're authorized to represent. When we refer to 'we' (or 'our' or 'us'), that means Novo IRESC India Private Limited ("IRESC") and all its wholly owned subsidiaries. Our headquarters are in Hong Kong but we operate and have offices globally. Address details for all IRESC offices are available on our [Contact us](#) page.

2. Our services: Our **services** consist of all the services we provide now or in the future, including but not limited to, our online and mobile BRSR Cloud®. BRSR Cloud® is a software for BRSR Reporting (ESG Compliance required by SEBI/NSE for all public listed companies). You may use the services for business use or for internal business purpose in the organization that you represent. You may connect to the services using any Internet browser supported by the services and you're responsible for obtaining access to the Internet and the equipment necessary to use the services.

3. Creating a subscription: When you create a **subscription** to use our services and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for paying your subscription.

4. People invited to use BRSR Cloud®: An invited **guest user** is a person other than the subscriber who has been invited as guest to use our services through a subscription with limited permissions. If you're an invited guest user, you must also accept these terms to use our services.

5. User roles and access: As a subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users. If you'd like to read more about user roles and levels of access, check out this [User Access](#) on [BRSR Cloud® Knowledge Base](#). In particular, if you're a small business invited user and your advisor is the subscriber, you can [read more about how that works](#).

6. Partner program: If you participate in our partner program, read our [partner terms](#).

7. The right to use our services: Whether you're a subscriber or an invited guest user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or—if you're an invited guest user—until your access is revoked.

8. Subscriber role: As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. For example:

- You can transfer a subscription
- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time
- You're responsible for resolving any disputes with any invited users over access to your subscription
- You're responsible for all your invited user's activity

9. Rules: Whatever your role, when you use BRSR Cloud® you agree to follow the rules outlined in [item 43](#). Please read them and make sure you understand what you should and shouldn't do.

10. Your responsibilities: You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and (b) maintain and promptly update the information provided during sign up to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may terminate your user account and refuse current or future use of any or all of the services. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. For more on security generally, check out our [security section](#).

11. When we introduce new or revised services: To meet business and subscriber needs of our services, we may from time to time expand our services. For new or updated services, there might be additional terms. We'll inform you what those terms are before you start using those new or revised services.

12. What we own: We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

Pricing

Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.

13. Trial subscriptions: When you first sign up, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed when you add your billing details into our services, explained in more detail in the pricing plan and in [BRSR Cloud® Knowledge Base](#). If you choose not to continue using our services following a trial, you may delete your organization.

14. BRSR Cloud® pricing plans: Your use of our services generally requires you to pay a monthly subscription fee based on your subscription type (the **subscription fee**). The **pricing plan** consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know [find out more about how and when we'll notify you in item 59](#). For information on how to change pricing plans, check out [BRSR Cloud® Knowledge Base](#). Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan.

15. Taxes for your use of our services: You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us shall be accurate for tax residency purposes.

16. Additional services: Depending on where you're based and how you use our services, you may be able to take advantage of additional services that BRSR Cloud® offers – like QRA, F&G mapping or others. These might incur an additional fee that we'll let you know about when you sign up for those services.

17. Importance of timely payments: In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

Data Use and Privacy

BRSR Cloud® uses your data to provide our services to you. Our privacy policy is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.

18. Use of data: When you enter or upload your data into our services, we don't own that data but you grant us a license to use, copy, transmit, store, analyze, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use

our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.

19. Use of your own personal data: We respect your privacy and take data protection seriously. In addition to these terms, our privacy policy sets out in detail how we process your own personal data that you enter into BRSR Cloud®, like your name and email address. Personal information you provide to us through the services is governed by our privacy policy. Your election to use our services indicates your acceptance of the terms of our privacy policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your account and agree to inform us immediately of any unauthorized use of your user account by email to support@brsr.cloud.

20. Use of personal data you enter about others: Depending on where your contacts are based, our data processing terms data processing terms may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into BRSR Cloud®.

21. Anonymized statistical data: When you use our services, we may create anonymized statistical data from your data and usage of our services, including through aggregation. Once anonymized, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

22. Data breach notifications: Where we think there has been unauthorized access to personal data inside your subscription, we'll inform you and give you information about what has happened. Depending on the nature of the unauthorized access, and the location of your affected contacts, you may be required to assess whether the unauthorized access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your subscription. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Confidential Information

We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.

23. Keeping it confidential: While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorized individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

We take security seriously and you should too! To help protect our services and your data, we offer added security features such as two-step authentication.

24. Security safeguards: We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures on our security page. While we've taken steps to help protect your data, no method of electronic storage

is completely secure and we cannot guarantee absolute security. We will notify you if there appears to be unauthorized access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorized user.

25. Account security features: We may introduce security features to make your account more secure, such as two-step authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (i.e., we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

26. Playing your part to secure your data: You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realize there's been any unauthorized use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of BRSR Cloud®'s systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name, credit card details, tax identifiers or bank account details. More information on how to keep your data secure is available in our small business guides and on [BRSR Cloud® Knowledge Base](#).

Apps and Third-Party Products

To help make your BRSR Cloud® experience even more beautiful, the BRSR Cloud® ecosystem includes apps and other products and services made available by trusted partners.

27. Other services: Some of our services, such as our mobile apps or the multi-currency functionality, are available through other companies' services, such as The Apple App Store or [BRSR.cloud](#). These companies may have additional terms that apply to you.

28. Third-party products: Along with the use of our services, you may use data, services and apps from other companies (**third-party products**), for example, those we make available in our app marketplace. Any third party providing a third-party product is a **provider** and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.

29. Third-party terms and descriptions: Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.

30. Use of your data to connect you to third party products: If you choose to connect your subscription to third-party products, we will use your personal data for that connection. Where we receive data as a result of that connection, we will use that data in line with our privacy policy and these terms. If that third-party product is the Gmail app, our use of any data received from Gmail APIs will also comply with [Google's Limited Use Requirements](#).

31. Payments to BRSR Cloud®: Just so you know, some third-party providers may pay BRSR Cloud® a fee that may be related to: referrals from BRSR Cloud®; revenue made by the provider; or data that the providers access about you through our services with your consent.

Maintenance, Downtime and Data Loss

We really try to minimize any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.

32. Availability: We strive to maintain the availability of our services, and provide online support, 24 hours a day. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimize any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

33. Access issues: You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.

34. Data loss: Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services. For information on how to do that, check out this article on [BRSR Cloud® Knowledge Base](#).

35. No compensation: Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

36. Problems and support: If you have a problem, we have excellent support articles available through [BRSR Cloud® Knowledge Base](#) that should help you with most situations. If you've tried BRSR Cloud® Knowledge Base and still need help, you can contact our support team by scrolling to the bottom of any [support article in BRSR Cloud® Knowledge Base](#).

37. Modifications: We frequently release new updates, modifications and enhancements to our services, and in some cases, may discontinue features. Where this occurs, we'll endeavor to notify you where practical (for example, by email, on our blog, or within our services when you log in).

Do's and Don'ts

This section is super important because it outlines how you can (and can't) use our services. Much of it will be common sense. For more details, go to our guidelines on [BRSR Cloud® Knowledge Base](#).

38. Feedback: We love your feedback and may use it without restriction.

39. Help using our services: We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.

40. Discussions on BRSR Cloud® Knowledge Base: On BRSR Cloud® Knowledge Base, you can participate in discussions about our services. Only share private information if you're happy for others to know it, and don't post anything you don't have the right to share.

41. Limitations: Some of our services may be subject to limits such as a cap on the number of monthly transactions.

42. No-charge or beta services: Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

43. While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:

- Undermine the security or integrity of our computing systems or networks.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringe intellectual property or other rights of another.
- Use our services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, or promotes racism.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.
- Commit fraud or other illegal acts through our services.
- Act in a manner that is abusive or disrespectful to a BRSR Cloud® employee, partner, or other BRSR Cloud® customer. We will not tolerate any abuse or bullying of our BRSR Cloud® employees in any situation and that includes interaction with our support teams.
- Display or use, in any manner, the IRESC trademarks, without our prior permission. IRESC trademarks include IRESC, IRESC Global, IRESC logo, the names of various services including but not limited to Haz360, Figco, and Rsigma.

Termination

You can terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.

44. Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination. For more information, including on how to terminate your subscription, check out [BRSR Cloud® Knowledge Base](#).

45. Termination by us: We may choose to terminate your subscription at any time by providing you with one month's written notice in advance. We may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or

- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

46. No refunds: No refund is due to you if you terminate your subscription or we terminate it in accordance with these terms.

47. Retention of your data: Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. Visit [BRSR Cloud® Knowledge Base](#) to find out more. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.

Liability and Indemnity

This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it carefully and in full.

48. You indemnify us: You indemnify and hold harmless IRESC, its officers, directors, employees, suppliers, and affiliates, from and against any and all losses, costs (including legal costs), expenses, demands or liability arising out of or relating to, or in connection with, any claims that you have used our services or any third-party product in violation of another party's rights, in violation of any law, in violations of the any provisions of this Terms of Use.

49. Disclaimer of warranties: YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL THIRD-PARTY PRODUCTS ARE MADE AVAILABLE TO YOU ON AN AS-IS-AND-AS-AVAILABLE BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IRESC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM IRESC, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

50. Limitation of liability: Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- WE HAVE NO LIABILITY ARISING FROM YOUR USE OF OUR SERVICES FOR ANY LOSS OF REVENUE OR PROFIT, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF CAPITAL, LOSS OF ANTICIPATED SAVINGS, LEGAL, TAX OR ACCOUNTING COMPLIANCE ISSUES, DAMAGE TO REPUTATION, LOSS IN CONNECTION WITH ANY OTHER CONTRACT, OR INDIRECT,

CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL LOSS, DAMAGE OR EXPENSE.

- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- IN NO EVENT SHALL OUR ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICES, WHETHER DIRECT OR INDIRECT, EXCEED THE TOTAL AMOUNT YOU PAID US FOR YOUR SUBSCRIPTION IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE.

Disputes

This section outlines how disputes may be resolved.

51. Dispute resolution: Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team by scrolling to the bottom of any [support article in BRSR Cloud® Knowledge Base](#). If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The decision of the arbitrator shall be final and non-appealable. The arbitration shall be conducted in the courts of Chennai, India.

Important Housekeeping

Here we set out some additional terms. Please read as they are important.

52. No professional advice: Just to be clear, BRSR Cloud® isn't a professional services firm of any sort, and isn't in the business of giving any kind of professional advice. We may provide you with information we think might be useful in your business, but this should not be seen as a substitute for professional advice and we aren't liable for your use of the information in that way.

53. Events outside our control: We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

54. Notices: Any notice you send to BRSR Cloud® must be sent to legalnotices@brsr.cloud. Any notices we send to you will be sent to the email address you've provided us through your subscription.

55. Exclusion: In some places, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable guarantees**). They still apply—these terms do not exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

56. Export limitations: You must not use our services in violation of any export or trade embargo laws that apply to you.

57. Excluded terms: The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

58. Blocking your access, disabling your subscription, or refusing to process a payment: As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk-like a potential breach of a law or regulation-associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.

59. Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited guest user. You're solely responsible for resolving disputes between you and any other subscriber or invited guest user as further described on [BRSR Cloud® Knowledge Base](#). We may assign these terms - or any of our rights or obligations in these terms - to another entity as it deems appropriate. **IRES** entities are the companies controlled by or under common control with IRES Hong Kong Limited (a Hong Kong company with registration number 60677493).

60. Changes to these terms: We sometimes will decide to change these terms of use but the changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavor to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to us.

61. Enforcement of terms: If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

62. Interpretation: Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

Thank you for reading our terms and we are glad that you have chosen BRSR Cloud®!