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## **CONFLICTING TERMS**

If there is any conflict between this User Agreement and other documents, this User Agreement shall govern, whether such order or other documents is prior to or subsequent to this User Agreement, or is signed or acknowledged by any officer, employee, representative of [www.naresearchservice.com](http://www.naresearchservice.com)

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If [www.naresearchservice.com](http://www.naresearchservice.com) takes action to enforce any of the provisions of this User Agreement, including collection of any amounts due hereunder, [www.naresearchservice.com](http://www.naresearchservice.com) shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

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All disputes, differences and questions of any nature which at any time arise between the parties to this agreement out of the construction of or concerning anything contained in or arising out of this agreement or as to the rights, duties or liabilities under it or the parties to it shall be referred to the sole Arbitrator under the Arbitration and conciliation Act, 1996. The sole Arbitrator shall be appointed by the owner of [www.naresearchservice.com](http://www.naresearchservice.com). The Arbitration Proceedings shall be held at Kolkata (West Bengal) India. The Place of Arbitration will be at Kolkata (West Bengal) India. The laws prevailing in India shall alone apply to the Arbitration Proceedings between the parties.

### **JURISDICTION**

Both the Parties agree that all claims, differences and disputes, including any agreements, contracts and transactions made with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions MOA, or contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts of Kolkata only.

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