



Last updated: [July 21, 2023]

Terms and Conditions

This document contains terms and conditions (“**Terms of Use**”) as an electronic record pursuant to the provisions of the Information Technology Act, 2000, and the rules made thereunder (“**IT Act**”). Further, this electronic record is generated by a computer system and does not require any physical or digital signatures.

1. PLATFORM

- 1.1. Please note that the website having the domain name [●] and/or all other sub-domains registered in the name of the Company (“**Website**”) and the mobile application name under the name and style of ‘[●]’ (“**Application/ “App**”), are owned, managed and operated by **YEXAH VENTURES PRIVATE LIMITED**, a private limited company incorporated under the provisions of the Companies Act, 2013, having its registered office at 91 Springboard, 1st Floor Gopala Krishna Complex No 45/3 Residency Road M G Road Museum Road Bangalore North Bangalore Karnataka 560025 India (hereinafter collectively referred to as “**We**”, “**Company**”, “**Us**”, or “**Our**”). The Website and the Application are hereinafter collectively referred to as “**Platform**” which can be used by the Users through any medium or devices i.e. desktop, laptop, tablets and smartphones.

2. GENERAL TERMS

- 2.1. For the purpose of these Terms of Use, wherever the context so requires, the terms “**You**”, “**you**”, “**Your**”, “**your**”, or “**User/s**”, shall mean and include, any person who visits, browses, uses or accesses the Platform, avails any of the Services (*as defined below*) of the Platform, or any person who registers himself/herself on the Platform by creating an Account (*as defined below*) on the Platform.
- 2.2. The Platform is a unified solution for a user’s business. We allow our users to access various third-party provider’s offerings through the Platform. Furthermore, the Platform provides curated provider access, custom API kit, integration support, interactions, dashboards, and reports (collectively “**Services**”).
- 2.3. You are requested to read these Terms of Use carefully before accepting the same and moving forward to using and accessing the Platform or availing any Service contained herein.
- 2.4. By availing the Service(s) on the Platform, and/or visiting, viewing, accessing, or otherwise using the Service(s) or information created, collected, compiled, or submitted to the Platform, you are deemed to have agreed to these Terms of Use and all the policies of the Company / Platform.
- 2.5. **IN CASE YOU DO NOT AGREE WITH THESE TERMS OF USE, THEN PLEASE REFRAIN FROM USING AND ACCESSING THE PLATFORM, REGISTERING ON THE PLATFORM AND AVAILING ANY OF THE SERVICES ON THE PLATFORM.**



- 2.6. The Terms of Use contained in this electronic record are read together with the: (i) Privacy Policy (*as defined below*), as available and uploaded on the Platform which can be accessed at [*insert access link here*]; (ii) the guidelines, instructions, rules, terms, conditions and/ or policies and procedures or any other specific terms and conditions of the Company/Platform, as applicable or relating to the availing of the Services and/ or usage and access of the Platform, as posted and provided on the Platform or intimated to the Users, from time to time; and (iii) any other agreement/arrangement entered between the User and the Company in relation to availing of the Services (collectively “**Company Documents**”). It is expressly clarified that the Company Documents shall be considered as part and parcel of the Terms of Use hereof and shall be deemed to be incorporated herein by reference and shall constitute the entire legally binding agreement between You and the Company in connection with your access, visit or use of the Platform for the availing of the Services, in any manner. Therefore, by impliedly or expressly agreeing to be bound by these Terms of Use and/or through use and access of Services of Platform, the User also agrees to be bound by the terms and conditions of the Privacy Policy, and the Company Documents, as may be updated, amended or revised from time to time.
- 2.7. The Company reserves the right to change, modify, amend, or update the Terms of Use, at its discretion, from time to time and such amended provisions of the Terms of Use shall be effective immediately upon being posted/ uploaded on the Platform. We shall ensure that we periodically, or at least once in a year, inform of any change to these Terms of Use or other Company Documents, as the case may be.
- 2.8. It is hereby clarified that the Company/ Platform may, from time to time, change provisions related to any of the Services which also include changing of the extent and scope of the Services and/ or include any other category of service or facility within the term ‘Service’, at the sole discretion of the Platform. You can determine when these Terms of Use were last revised by referring to ‘**LAST UPDATED**’ at the top of these Terms of Use. Your continued use of the Platform shall be deemed to signify Your acceptance of these provisions or amended provisions of these Terms of Use. It shall be the User's responsibility to check these Terms of Use periodically for changes. It is, further, clarified that the User’s use and access of the Platform/Service(s) is subject to the most recent version of these Terms of Use made available on the Platform at the time of such use.

3. DEFINITION

- 3.1. “**Account**” shall mean the account/user profile created by the Users on the Platform by submitting the User Data, in accordance with the terms as specified under Clause 4 (*Creation of Account*) below;
- 3.2. “**Applicable Laws**” means any applicable law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question;



- 3.3. **“Force Majeure Event”** shall mean any event arising due to any cause beyond the reasonable control of the Company, including, insolvency, business exigencies, operational technical issues, labour unrest, war, commotion, armed conflict, invasion, hostilities, riot, rebellion, revolution, civil war, riot, insurrection, acts of God, epidemics, pandemic, natural calamities/disasters, strikes, lock out, change of Applicable Law(s), which materially restricts provisions of Services offered on the Platform etc.;
- 3.4. **“User Data”** shall mean the data and information as may be required by the Company for the purposes of registration of the User on the Platform/creation of Account of the User on the Platform and/or for the purposes of providing and enabling the Services to the User which may include, *inter alia*, name, gender, email address, phone number, residential address, Bank account or card details, PAN number, etc.

4. CREATION OF ACCOUNT

- 4.1. Please note that in order to avail the Services, the User is required to create an Account on the Platform and become a registered user.
- 4.2. To create an Account and complete the registration process in order to avail the Services of the Platform, the User shall be required to disclose his/her personal information, allowing others, including Us, to identify the User, which includes name, gender, address, ZIP/postal code, age, phone number, email id, payment information (if required), and any other information deemed necessary for providing the Services. In the event, the registration is cancelled or withdrawn, You agree and acknowledge that We shall retain your information for a period as specified under the laws of India in order to comply with Our legal obligations or business obligation in respect of the User from such cancellation or withdrawal, as the case may be.
- 4.3. By providing your contact number with us, You consent to be contacted by Us via phone calls and/or any instant messaging services (including by SMS notifications or contacting through ‘WhatsApp’), in relation to the Services.
- 4.4. It is clarified that by creating the Account on the Platform/following the sign-up process, you agree to all the terms herein, [Privacy Policy] and all other Company Documents on the Platform which may be posted at an appropriate location of the Platform.
- 4.5. You agree that you shall provide accurate and correct information for availing any of the Services of the Platform, including, or at the time of sign-up on the Platform/creating the Account on the Platform; and You shall also update such information and data, from time to time, in case of any change thereto and/or as and when required and asked by the Platform in this regard. The User agrees to provide all such information on the Platform as and when prompted and required by the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms of Use herein and the other policies of Platform, We shall have the right to indefinitely suspend or terminate your Account or block your access on the Platform. It is further clarified that the Company is not responsible for the inaccuracy, incompleteness or outdated information made available on the Platform by the Users and does not



own any responsibility or obligation whatsoever towards ensuring the accuracy of the information provided by the Users. Any reliance on the material on the Platform is at the Users' own risk.

- 4.6. You agree that You shall log out of your Account at the end of each session in order to ensure complete security and secrecy of your data and the Platform/Company's data. The Company reserves the right to suspend or terminate your Account with immediate effect and for an indefinite period, if the Company has reason(s) to believe that the User Data or any other data provided by the User is incorrect or false, or that the security of the User's Account has been compromised in any way, or there is a breach of these Terms of Use or upon any unauthorised use of the User's Account by any third party.
- 4.7. You are solely responsible for maintaining the confidentiality of your Account and the display/user name and the login details, received by You at the time of your sign-up/sign-in and you are fully responsible for all activities that occur under the same and the Company shall not be liable or responsible in any manner whatsoever in this regard. You expressly agree that you shall immediately notify Us about any actual or potential unauthorized use of your Account, display/user name, login details, and/ or other information related thereof or any breach of security by a third party and, in this regard, the Company/ Platform shall not be responsible for any liabilities that such User may incur from the misuse of the Account or password or any data and information contained therein. You agree that the Company cannot and shall not be liable for any loss or damage arising from your failure to comply with the Terms of Use.
- 4.8. It is clarified that upon receiving a notification/ intimation/ apprehension of any actual or potential unauthorised use of any Account, We may, at our discretion, take action to block access to such Account at the earliest and take all other actions as may be required under the Applicable Laws.
- 4.9. The User shall be responsible for safeguarding the Account and all the information and data associated with such Account. For the safety of the data and information in such Account and prevention of any possibility of any unauthorised use thereof, it is suggested to the User to not to disclose the login information to any third parties.

5. SERVICES

- 5.1. We provide Services. We reserve the right, in its sole discretion, to add, change, suspend, or discontinue all or any part of its Services at any time. Your continued use of our Services following the posting of any changes to the same (including the addition or removal of features) constitutes your acceptance of those changes. Any information you provide to us for the purposes of registering and setting up your Account (as specified below) shall be considered as accurate, complete and updated. You are solely responsible for the activity that occurs on your Account (including those of others authorised to access and operate your Account) and for maintaining the security of your Account and any information you input. We are not responsible for the accuracy or legitimacy of any information, data, or User Data uploaded or posted on the Platform. For the purposes of clarity, as long as your Account is accessed with the correct login credentials and unless you notify us of any unauthorised access, you shall be solely responsible for all actions/defaults related to your Account.



- 5.2. In consideration of your acceptance of these Terms of Use, Company grants the User a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the Platform and Services, in accordance with the Terms of Use.

6. PRIVACY

- 6.1. You agree that during your use and access of the Platform and/or availing of the Services offered by the Platform, you shall provide Us with certain information and other data as mentioned under the Terms of Use which may or may not be otherwise publicly available. Please note that We respect the privacy and confidentiality of such data and the provisions pertaining to such private information and personal data as provided by you under these Terms of Use, are governed under the Company's privacy policy ("**Privacy Policy**") which is available at *[insert URL here/hyperlink]*. By using and visiting the Platform and availing the Services of the Platform, you agree to the terms and conditions of our Privacy Policy.
- 6.2. Regarding your private information and data, We shall only collect, use, disclose or process such information and data in accordance with our Privacy Policy, which you accept by your use and access of the Platform and/or availing the Services on the Platform. Please note that We may share such data and information with third parties as required to be shared in terms of and in the manner as set out under the Privacy Policy.

7. USE OF PLATFORM

- 7.1. For the use and access of the Platform, whether or not for provisions of availing the Services on the Platform, in any manner, You must be 18 (eighteen) years of age or older. For this purpose, you agree that by visiting the Platform or accepting these Terms of Use, you represent and warrant to the Company that you are 18 (eighteen) years of age or older, and that you have the right, authority and capacity to use the Platform and avail Services and agree to and abide by the Terms of Use as provided herein. In the event where the User is under 18 (eighteen) years of age, he/she may use or access the Platform and avail the Services on the Platform only with involvement of a parent or a guardian. Further, the use and access to the Platform can be availed only by such individuals or business entities, including sole proprietorship firms, companies and partnerships, who can form and enter into a 'valid contract' as per the conditions set forth under Indian Contract Act, 1872. It is hereby expressly clarified that the persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents, persons disqualified by law or of unsound mind, etc. are not eligible to use the Platform.
- 7.2. The Company grants the Users a personal, non-exclusive, non-transferable, limited access to enter and use the Platform and avail the Services of the Platform and You agree that you shall be responsible to act lawfully, diligently and honestly at all times when you access and use the Platform. Further, You shall be responsible for all activities that occur in your Account in furtherance to your use of the Platform and/or availing the Services and for complying with all the Applicable Laws, as amended from time to time, and applicable to your use of the Platform and/or availing the Services.
- 7.3. You agree that you shall not interfere with, jeopardise, disrupt or harm the Platform and/or Services and that you shall not intercept, expropriate, re-use, steal or re-utilise any system, data, graphic



media, coding, or information comprised in or provided to you via the Platform and/or Services and, at all times, comply with the Terms of Use and other policies of the Platform.

- 7.4. We will provide you with any help you may reasonably require to access the Platform but We shall not be responsible if you are unable to access any section of the Platform or the Services for any reason. We do not guarantee you access to the Platform at any and all times. We do not guarantee that while you are accessing the Platform, your access will be uninterrupted, without delay/interference, secure, and/or error-free. Accordingly, We reserve the right, at any time, to suspend or discontinue the Platform and/or the Services for any reason without incurring any liability or obligation to you.
- 7.5. If We reasonably believe that your Account and password is being used / misused in any manner, We reserve the right to cancel your right to access the Platform immediately without notice, and block access to all users from that particular IP address. You agree to notify Us and the Platform immediately of any unauthorized use of your Account or any other breach of security. We shall not be liable for any loss that you may incur as a result of someone else using your Account. However, you could be held liable for all the losses, claims and liabilities incurred by the Company due to someone else using your Account.
- 7.6. Further, by using the Platform or sending emails, data, information or communication to the Platform through the Platform, you consent to receive communications via electronic records from Us periodically and as and when required.
- 7.7. The information and Services shall not be used for any illegal purpose by You. You may not access our networks, computers, or the information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any information or Services, other accounts, computer systems, or networks connected with the Platform. You may not use any automated means (such as a scraper) to access the Platform, the information, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access his or her Account. Any attempt by any individual or entity to solicit login information of any other user of the Platform or to access any such Account is an express and direct violation of these Terms of Use and of Applicable Law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.
- 7.8. We may, at Our sole discretion, suspend the User's ability to use or access the Platform at any time while We investigate complaints or alleged violations of these Terms of Use, or for any other reason.

8. CODE OF CONDUCT

- 8.1. Under these Terms of Use, the User agrees **not to** host, display, upload, modify, publish, transmit, update or share any information that:
- (a) belongs to another person and in relation to which it does not have any right of use;



- (b) infringes intellectual property rights (including any patent, trademark, copyright or other proprietary rights) of any person and privacy rights of any person;
- (c) is false or misleading in any way;
- (d) violates any law for time being in force;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of “junk mail”, “chain mail” or unsolicited mass mailing or “spamming”;
- (g) promotes illegal activities or abusive, obscene, defamatory or libellous conduct;
- (h) solicits gambling or engages in any gambling activity which is or could be construed as being illegal;
- (i) harms minors in any way;
- (j) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (k) deceives or misleads the other Users of the Platform about the origin of messages or communicates any information which is grossly offensive or menacing in nature;
- (l) 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 any other nation;
- (m) promotes an illegal or unauthorized copy of another person's copyrighted work;
- (n) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (o) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- (p) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, Account information, bulletins, friend request, or other areas of the Platform or solicits passwords/ log-in information or personal identifying information for commercial or unlawful purposes from other users; and



- (q) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, application, software contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

8.2. The User agrees **not to**:

- (a) reveal/disclose confidential or proprietary information of other users, the Company or any third party when the User receives or comes in possession of such confidential or proprietary information;
- (b) incorporate any computer contaminant, software virus or any computer code or file or program on the Platform designed to interrupt, destroy or limit the functionality of the Platform;
- (c) incorporate or introduce any program on the Platform that might infringe the intellectual property rights of any other User and/or of the Company/ Platform;
- (d) download, copy, or reproduce any file or information available on the Platform which the User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed;
- (e) in any way, deface or vandalize the Platform or prevent or restrict others from using the Platform;
- (f) stalks, threaten or harass any other User or infringe upon or attempt to infringe upon their privacy;
- (g) infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy, of the Company/ Platform, other Users of the Platform or any third Party;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent themselves or their affiliation with any person or entity;
- (i) directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law; and
- (j) create liability for the Company/ Platform or cause the Company/ Platform to lose (in whole or in part) the services of its internet service provider or other suppliers.

8.3. It is also clarified that you shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any service, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve the right to bar any such activity.



- 8.4. You agree that you shall not attempt to gain unauthorized access to any portion or feature of the Platform or any feature pertaining to availing of Services or any other systems or networks connected to the Platform or to any server, computer, network, or to any /services offered on or through the Platform, by hacking, password “mining” or any other illegitimate mean.
- 8.5. You agree that you shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other client/customer/user/member of the Company/ Platform including any Account on the Platform not owned/operated/managed by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
- 8.6. You agree that you shall not make any negative, denigrating or defamatory statement and/or comment about the Platform/ Company or the brand name or domain name used by the Company/ Platform or otherwise engage in any conduct or action that might tarnish the image, goodwill or reputation of the Platform/ Company or other Users on the Platform or other business partners of the Company or otherwise tarnish or dilute any of the Company’s trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by the Company.
- 8.7. You agree that you shall not use the Platform or any content thereof for any purpose which is unlawful or prohibited by the Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company, its Users and/or other third parties.
- 8.8. You agree that you shall, at all times, ensure full compliance with the applicable provisions of the IT Act, and the rules thereunder as applicable and as amended from time to time and, also all Applicable Laws, rules and regulations and international laws, statutes, ordinances and regulations regarding availing of the Services and the transactions between you and other Users. Further, you agree that you shall not solicit (directly or indirectly) any other Users of the Platform to avail the Services of the Platform being displayed on the Platform, either independently or through a third party except through the Company/ Platform.
- 8.9. The User shall indemnify and hold harmless the Company, its owners, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from all losses, claims, damages, penalties, costs, expenses, demands, actions (including reasonable attorneys’ fees) suffered or incurred by the Platform due to or arising out of breach of these Terms of Use and other policies of the Company.
- 8.10. To enable the use of your information supplied by you to us, so that usage of any such information by Us is not construed as a violation of any rights, you agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your information, in any media now known or not currently known, with respect to your information. We will only



use your information in accordance with the Terms of Use and the policies of the Company/ Platform applicable to the use of the Platform.

9. USER'S CONTENT

- 9.1. It is hereby clarified that by way of uploading and posting any content on the Platform, the User grants the Company a non-exclusive, worldwide, perpetual and transferable license to use such content. We shall be entitled to, consistent with our Privacy Policy as adopted in accordance with Applicable Law, use the content or any of its elements for the purpose of providing Service(s) to the Users, including but not limited to promotional and advertising purposes. We reserve the right to edit or remove any material submitted/ posted to the Platform, or stored on our servers, or hosted or published upon the Platform.
- 9.2. You agree that You are solely responsible for any content sent or transmitted by You or displayed or uploaded by You while using the Services and for compliance with all Applicable Laws pertaining to such content, including, but not limited to, laws requiring You to obtain the consent of a third party to use such content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the content on the Platform and that such use does not violate or infringe any rights of any third party.
- 9.3. In case any content is considered to be unlawful or against the law within any jurisdiction in which the Platform can be seen and accessed, it shall be removed forthwith by us on being intimated by the authorities of the respective jurisdiction that such content is deemed unlawful. We cannot be held liable or questioned for the same.
- 9.4. Although the Company is not responsible for any content uploaded by the User on the Platform, however, the Company at its own discretion may delete any such content or choose to not transmit any such content, at any time without notice to the User, if it becomes aware that such content violates any provision of this Terms of Use, or any Applicable Law.
- 9.5. The User hereby acknowledges that it is solely responsible for any content uploaded by the User on the Platform and shall be solely liable for any consequences arising out of publicly displaying, transmitting or sharing such content, including, but not limited to any claims, costs, losses, damages, expenses, judgments, any other possible conflicts, disputes, or issues arising out of or related to such content.
- 9.6. Posting/uploading of any information or material or content on the Platform, which is harmful, defamatory, obscene, pornographic, libellous, invasive of another's privacy, profane, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner is prohibited and any User found to be involved in such activity on the Platform shall solely be liable for actions under the Applicable Laws.

10. PAYMENT TERMS

- 10.1. For the purpose of using Services, User can make such payments via any one of the following methods of payment: (a) Credit/Debit Card; (b) Net Banking; (c) Wallets, UPI, PayPal and reward



points or (d) any other mode of electronic payment as provided on the Platform. We shall not be liable for any unauthorized use, fraud, payment refunds, lost amount, etc. in the transaction.

- 10.2. Please note that any payment and transaction in respect of the consideration for Services under these Terms of Use may be facilitated by or through third-party payment processors, online fund transfer facility through banks or credit cards or mobile and internet-based payment/ commerce platforms or authorized payment gateway networks as recognized and authorized by the Reserve Bank of India (“**Payment Facilitators**”). In this respect, it is clarified that services of Payment Facilitators are utilized for the purposes of making any payment transaction in respect of the consideration for Services under these Terms of Use and use of such services of Payment Facilitators shall not render the Platform liable or responsible or assume any liability, whatsoever in respect of any loss or damage, arising directly or indirectly to the User on account of (i) lack of authorization for any transaction(s); (ii) exceeding the pre-set limit mutually agreed by and between the User and his/ her bank; (iii) any payment issues arising out of the transaction; (iv) decline of transaction for any reason; or (v) for any other reason whatsoever.
- 10.3. The Users understand, accept and agree that the payment facility provided by the Company on the Platform through its Payment Facilitators is neither a banking nor financial service but is merely a facilitator providing a third party payment processor for the transactions on the Platform. Further, by providing payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to the transaction or the transaction price. The Company will not be liable for any charges made by the Users bank in relation to payment of the total amount.
- 10.4. It is agreed between the Parties that all payments made against the Services on the Platform shall be in INR and the Platform shall not facilitate transaction with respect to any other form of currency for the payment to be made to avail the Services.
- 10.5. Any payment in respect of Services shall be subject to applicable tax laws of India.
- 10.6. If You have any queries in relation to any issue, you can email Us at customersupport@yexah.com.

11. INDEMNITY

In addition to and not in derogation of, the specific indemnities provided by You to the Company under these Terms of Use and/or policies of the Company, You agree to indemnify, defend and hold harmless the Company and its affiliates, officers, directors, employees, consultants, representatives, shareholders, contractors, users and agents etc. against any and any and all losses arising out of or in connection with, any claim, suit, action or other proceeding brought against the Company/ Platform, to the extent such losses are based on or arising out of or in connection with: (a) any breach or non-performance of any of the Terms of Use and/ or other terms and conditions of the Company/ Platform with respect to use and access of the Platform and availing of Service(s); (b) truthfulness and correctness of the data and information provided by the User at the time of onboarding on the Platform and/ or availing the Service(s); (c) any claim which the User may have with respect to transaction, dealing and arrangement with the other user of the Platform or with an third party; (d) any content posted by the User on the Platform and User's use of the Service(s) available on the Platform; and/or (f) breach of any third party rights (including, but not limited to,



claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property rights).

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. For the purpose of these Terms of Use herein, the terms, “**IPRs**” or “**Intellectual Property Rights**” shall mean on a worldwide basis, all patents, copyrights, trade secrets, service marks, trademarks, trade names, trade dress, trademark applications and registrations, internet domain names, design rights, and all other proprietary and intellectual property rights as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under any Applicable Law.
- 12.2. It is further acknowledged and agreed by you that all the IPRs in all material presented on the Platform, including but not limited to text, audio, video or graphical images, interfaces, graphics, design, compilation, information, computer code, products, software, downloadable software, trademarks, logos and all other material appearing on the Platform are the property of the Company, its parent, affiliates and associates and are protected under the applicable Indian laws and the Company agrees that all intellectual property of the Users shall belong to the Users and the Company shall have no right or claim over the same.
- 12.3. It is hereby clarified and agreed by you that (i) the Company owns all the intellectual property rights in and relating to the Platform and Services offered through Platform and your use of the Platform and/or availing of Services does not grant or confer you any rights in relation to our IPRs or our affiliates’ or licensor’s or suppliers’ IPRs; (ii) the structure of the Platform shall not be reproduced, distributed or published, in whole or in part, by you for any purpose; other than in connection with your private use of the Platform and/ or availing of Services, you shall not copy, reproduce, download, publish, adapt, create derivative works, re-publish, post, broadcast, record, print, commercially exploit, transmit, edit, communicate to the public or distribute in any other way, any IPRs or content in relation to the Platform and/ or availing of the Services or the computer codes or elements which comprise the Platform; (iii) by using, accessing or visiting the Platform and/ or availing the Services, you acknowledge and agree that the general layout, content and design of the Platform is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and these Terms of Use does not grant to you any rights to any IPRs in respect of the Platform or any content; (iv) the User cannot create any derivative work or technology based upon any IPRs, confidential or proprietary information of the Company/ Platform; (v) the User cannot adapt or use any trademark, service mark, trade name, logo or domain name similar to or likely to be confused with those of the Company/ Platform or take any other action that infringes upon or impairs the Company’s trademark (whether registered or unregistered) or other IPRs; and (vi) other than as set out in this clause and the Platform’s policies, you are not permitted to use any of our intellectual property rights without our (and our affiliates’, licensor’s or suppliers’) prior written consent.

13. TERMINATION

- 13.1. You agree that the Company, in its sole discretion and for any, including *inter alia* without limitation if you breach these Terms of Use, may terminate your access to and use of the Platform, at any time. You agree that any termination of your access to the Platform and/ or suspension/



termination of your Account may be affected without prior notice, and in this respect the Company/ Platform shall not be liable to you for any such termination. Your right to use the Platform immediately ceases upon termination of your access/use of the Platform.

- 13.2. The provisions of these Terms of Use shall continue to apply until terminated by either of the Party. In case of User wanting to terminate these Terms of Use, the User may do so by: (i) not accessing the Platform; and/or (ii) closing their Account.
- 13.3. We reserve the right to, at any time, and with or without notice, terminate these Terms of Use against the User, if:
- (a) there is any breach of Applicable Law(s) or the provisions of these Terms of Use or the terms of the Company Documents or any other terms, conditions, or policies that may be applicable to the User from time to time (or have acted in a manner that clearly shows that the User do not intend to, or are unable to, comply with the same); or
 - (i) if any information provided by a User during the registration process or thereafter proves to be inaccurate, misrepresented, not current or incomplete and / or the Platform is unable to verify or authenticate any information provided to the Platform by the User;
 - (ii) We believe, in its sole discretion, that the User's actions may cause legal liability to the Company/ Platform, (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are engaged in any fraudulent, negligent or derogatory actions which are contrary to the interests of the Company;
 - (iii) Unreasonable instances of returns and / or cancellation of orders initiated by any User;
 - (iv) We are required to do so by law; or
 - (v) the User fails to provide (or after providing such consent, later revoke) the consents necessary or desirable for the Company to provide the Services to the User.
- 13.4. You acknowledge and agree that the Company may immediately deactivate or delete your Account and all related information and files in your Account and/or bar any further access to such files or the Service(s). Further, you agree that the Company shall not be liable to you or any third-party for any termination of your Account or denial of access to the Service(s)/Platform. In the event of termination of your Account by the Company due to any of the aforementioned reasons, the Company shall have the sole discretion to terminate or cancel any of your past acts without any liability to the Company.
- 13.5. The Company does not permit copyright infringing activities on the Platform and reserves the right to terminate access to the Platform and remove all content submitted by any persons who are found to be infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Platform may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have under law, contract and/or equity.



- 13.6. The Company shall remove the User Data from their database within twenty-four (24) hours of terminations of this Terms of Use.
- 13.7. The User is entitled to terminate this legal relationship, at all times by deletion of the Account and, thus disabling the use of the Platform/ Service(s).

14. LIABILITY

- 14.1. In no event shall We, or our officers, directors, employees, partners or suppliers be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not We have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access of the Platform; availing of Service(s); any interaction, communication, dealing and transaction between you and other User of the Platform or any third party.
- 14.2. You release and indemnify the Platform/Company and/or any of its officers and representatives from any Losses, liability or other consequence of any of the actions of the other Users of the Platform and specifically waive any claims that you may have in this behalf under any Applicable Law. Notwithstanding its reasonable efforts in that behalf, the Company/Platform cannot take responsibility or control the information provided by other Users which is made available on the Platform.
- 14.3. The Company/ Platform shall not be liable for any loss or liability to the User caused by any unauthorized use of the User's Account and the User, in this respect, shall indemnify, defend and hold harmless the Company and its affiliates, officers, directors, employees, representatives, shareholders, contractors, users and agents etc. against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising out of or in connection with any claim, suit, action, or other proceeding brought against the Company/ Platform to the extent of such losses being based on or arising out of or in connection with such unauthorized or fraudulent use of the User's Account.
- 14.4. User will be responsible for and thus releases the Company from, any and all liabilities, losses, claims and damages that may arise out of or in connection with the disclaimers as mentioned under these Terms of Use and further agrees to hold harmless and indemnify the Company in this regard.
- 14.5. You should be informed that the Company is merely an intermediary which provides Services to the User to connect to third-parties offering. The third-party offerings listed on the Platform does not belong to Us.
- 14.6. The Company/ Platform shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform. The User understands and agrees that any material and/or data downloaded at the Platform is done entirely at Users own discretion and risk and the User will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data.



15. DISCLAIMERS

- 15.1. THIS PLATFORM IS PROVIDED BY THE COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS PLATFORM OR THE INFORMATION, OR CONTENT INCLUDED ON THIS PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS PLATFORM IS AT YOUR SOLE RISK. THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS PLATFORM AT ANY TIME IN ITS DISCRETION.
- 15.2. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE PLATFORM OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PLATFORM OR THE SERVICE, FROM INABILITY TO USE THE PLATFORM OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PLATFORM OR THE SERVICE.
- 15.3. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, THE COMPANY/PLATFORM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED HEREBY. THE COMPANY/PLATFORM DOES NOT WARRANT THAT THIS PLATFORM, ITS SERVERS, OR EMAIL/ OTHER COMMUNICATION SENT FROM THE COMPANY/PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS PLATFORM, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.
- 15.4. IT IS EXPRESSLY CLARIFIED THAT THE PLATFORM HAS NO SELLER-BUYER RELATIONSHIP WITH YOU. THE COMPANY MERELY ACTS AS INTERMEDIARY TO PROVIDE ACCESS TO VARIOUS THIRD PARTIES OFFERINGS. THE PLATFORM CANNOT BE HELD LIABLE FOR ANY DISPUTE/CLAIMS/DAMAGES THAT ARISE BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. THE COMPANY SHALL BEAR NO LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED DUE TO YOUR RELIANCE ON THE REPRESENTATION MADE OR INFORMATION PROVIDED BY ANY OTHER USER(S) OF THE PLATFORM.
- 15.5. ALL THE DEALING, TRANSACTION OR ARRANGEMENT BETWEEN THE USER AND THE THIRD-PARTY PROVIDER WHILE AVAILING THE SERVICES OF THE PLATFORM, IS A SEPARATE, INDEPENDENT AND BIPARTITE TRANSACTION, ARRANGEMENT AND AGREEMENT BETWEEN SUCH USER AND THIRD-PARTY PROVIDER AND THE COMPANY DOES NOT PLAY ANY DETERMINATIVE ROLE IN THE RESPECT OF THE SAME AND HENCE DO NOT STAND LIABLE FOR THE OUTCOMES OF SUCH DEALING, TRANSACTION OR ARRANGEMENT BETWEEN THE USER AND THE THIRD-PARTY PROVIDER.



16. SEVERABILITY

- 16.1. If for any reason, a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that portion shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties (the User and the Company collectively) as reflected by that provision. The remainder of the Terms of Use shall continue in full force and effect.

17. WAIVER

- 17.1. No provision of these Terms of Use shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company to, or a waiver by the Company of any breach committed by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

18. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 18.1. These Terms of Use are subject to the laws of India. These Terms of Use shall be governed by the laws of India. Subject to Clause 18.2 below, courts and tribunals of Bengaluru, India, have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms of Use or the Company Documents (including any disputes regarding the existence, validity or termination of these Terms of Use).
- 18.2. All disputes arising out of or in connection with the Terms of Use shall be attempted to be settled through negotiation between senior management of the Company and the User. If any dispute arising between the Parties is not amicably settled within reasonable period of sixty (60) days of the initiation of the aforesaid dispute resolution mechanisms, then, the same shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as applicable and amended from time to time.
- 18.3. The dispute shall be referred to a sole and independent arbitrator to be appointed/ nominated by the Parties. The seat and venue of the arbitration shall be Bengaluru, India.
- 18.4. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. The Company and the User will bear its own costs of the arbitration.

19. NOTICES

The Company may give notice by means of a general notice on the Account or Platform, or by electronic mail to User's email address or contact number, or by written communication sent by regular mail to User's address on record in the Account. The User may contact Company by electronic mail to the compliance/ Grievance Officer at the email address or by written communication sent by regular mail to the address provided below.

20. FORCE MAJEURE



- 20.1. The Company shall not be liable for any failure to perform any obligations under these Terms of Use or in respect of provision of the Service(s) through the Platform, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

21. OTHER TERMS

- 21.1. Other than that, when expressly allowed, any use of our content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent is not allowed.
- 21.2. Please note that if You navigate away from the Platform to a third-party website or application, then You may be subject to and bound by alternative terms of use and privacy policy applicable to such third-party website or application.
- 21.3. The rights and obligations under the Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.
- 21.4. No partnership, joint venture or relationship of employee/ employer or franchisor/ franchisee arises between you and Us by reason of the Terms of Use.
- 21.5. In our discretion, We may serve any notice or communication on you by mail. In the case of notices sent by mail, you shall be deemed served 1 (one) business day after dispatch of the same.
- 21.6. As part of the registration process you agree to receive such marketing and promotional materials via mail, SMS, and/or any other mode of communication as We may deem appropriate to send you in connection with our Platform and Services. For further details relating to the same, please refer to our Privacy Policy.

22. GRIEVANCE REPORTING

- 22.1. Any complaints, abuse or concerns with regards to content and /or comment or breach of these Terms shall be immediately informed through email at customersupport@yexah.com with the electronic signature.
- 22.2. We will undertake best endeavours to redress the grievances of the User expeditiously, but in any case, grievances will be addressed within 1 (one) month from the date of receipt of the grievance.
- 22.3. A grievance will be considered as disposed-off and closed in any of the following instances, namely:
- (a) where the complainant has communicated its acceptance of the response by any person associated with the Company; or



- (b) where the complainant has not responded within 30 (Thirty) days of the receipt of the written response and has not raised any grievance or complaint in respect of the same subject.
- 22.4. In the unlikely event that your issue remains unresolved to your satisfaction despite escalating, you can further email your grievance or complaints at founders@yexah.com.
