

TERMS AND CONDITIONS

The usage of the Website (as defined hereinafter) and the associated Platforms (as defined hereinafter) provided by **6POINT3 TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the laws of India with company registration number U72900DL2022PTC392582 (“**Company**”) or any services provided by the Company through the Website and the associated Platforms, shall be governed by these terms & conditions (“**Terms & Conditions**” or “**Terms**”).

In these Terms & Conditions, the term “**User**” refers to the Person or entity using the Website, the Platforms and/or procuring the Services from the Company and shall include any contractors and other Persons using the Platforms. It is clarified that in case of a company, partnership, trust or any other legal entity which uses or accesses the services, the Platforms or the Website, “**User**” shall include such company, partnership, trust or any other legal entity. Company offers the Website, any application, Platforms and any services conditioned upon the User’s acceptance of these Terms & Conditions.

Please note that by use of the Website, Platforms and any services provided by Company, the User also agree to be bound by the additional terms and conditions and policies referenced herein and/or available by hyperlink, including without limitation Company’s Privacy Policy, other policies of Company.

These Terms & Conditions apply to all users of the Website, Platforms and any services provided by Company, except as may be specifically agreed otherwise in writing. Any new product or services provided by Company, or any new features or tools which are added to the application, website or platform shall, unless specifically stated otherwise, be subject to these Terms & Conditions.

Please read these Terms & Conditions carefully before accessing or using the Website, Platforms and any Services provided by Company. By accessing or using any part of the Website, Platforms or by the use of any Services provided by Company, the User agree to be bound by these Terms & Conditions. If the User does not agree to all the Terms & Conditions, then the User may not access the Website, platform or the use any products, application or services provided by Company. If these Terms & Conditions are considered an offer, except as may be specifically agreed otherwise in writing, acceptance is expressly limited to these Terms & Conditions.

The User can review the most current version of the Terms & Conditions at any time on this page. Company reserves the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to Company’s application, website or platform. It is the User’s responsibility to check this page periodically for changes. Following the posting of any changes, the User’s continued use of or access to the website, application or platform or the use of the product or services from Company, constitutes acceptance of such revised Terms & Conditions.

1. Other applicable terms

These Terms & Conditions refer to, incorporate, and include the privacy policy of Company which sets out the terms on which Company process any personal data that the Company collects from the User, or that the User provides to Company.

2. Our responsibility

The Company allows certain Persons to provide services through the Platforms. The Company may provide links to the sites of such Companies and may enable a User to communicate with such Persons. If a User transacts or deals with any other User or such Person, the User is transacting or dealing with directly from those third parties and not the Company. The Company is not responsible for examining or evaluating, and we do not warrant, the offerings of, or the actions of any such Persons. The Company does not assume any responsibility or liability for the actions, product, materials, items and content of all these and any other third parties and does not

assume any liability for any misconduct of such persons. In case of any misconduct or improper behaviour of any such Person, the User is requested to report the same promptly to the Company.

3. Definitions

Capitalized terms, not defined elsewhere in these Terms & Conditions, shall mean as follows:

“Applicable Laws” means all applicable (i) statutes, enactments, acts of legislature or parliament, laws, bye-laws, ordinances, rules, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of, or agreements with, any Governmental Authority or a recognized stock exchange; and (iii) international tax treaties, as may be in force from time to time;

“Governmental Authority” means any Indian or non-Indian court of competence, arbitral tribunal, legislative, executive or administrative agency or commission or other governmental or regulatory agency or authority or any securities exchange;

“Fees” means the fee payable by the User to the Company for the use of the Platform, as specified by Company from time to time;

“Intellectual Property Rights” means:

- (a) patents, trademarks, trade names, service marks, service names, logos, internet domain names, corporate names, rights in designs, copyright (including right in computer software) and moral rights, database rights, semiconductor topography rights, utility models, formulae, processes, trade secrets, proprietary information, rights in knowhow and other intellectual property rights, in each case, whether registered or not and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- (b) rights under licenses, consents, order or statutes or otherwise in relation to a right under paragraph (a);
- (c) rights of the same or similar effect or nature as or to those under paragraph (a) and (b) which now or in the future may subsist;
- (d) the right to sue for past infringements or any of the foregoing rights.

“Partner” means the partners of the Company facilitating payments to the User for a Trade Transaction in accordance with Applicable Laws and shall include any bank, payment processor or aggregator involved in processing the payment for the Trade Transaction;

“Person” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

“Platform” shall mean a platform that is used to provide Services including but not limited to LeRemitt Platform, LeDoc Platform and LeFin Platform;

“Services” shall mean the services provided by the Company, as set out in these Terms ;

“Trade Transaction” means a transaction involving the sale of goods, or services or software; and

“Website” means the website operated by Company.

4. Changes to the Terms & Conditions

- 4.1. The Company may revise these Terms & Conditions at any time by amending this page. The User must check this page from time to time to take notice of any changes made to these Terms, as they are binding on the User.
- 4.2. The Company may, without prior notice, change all or any features of the Platforms; add or remove functionalities or features; stop providing the Platforms; or create usage limits for the Platforms.

5. Acceptance of the Terms & Conditions

The User agrees that the User shall be bound by these Terms by accessing the Website, using the Platforms, or by otherwise availing of the services from the Company.

6. Terms of Services

- 6.1. The Company provides following Services to the Users through its Platforms:
 - (a) Remittance Services: The Company provides the SAAS platform “**LeRemitt**” to the User for facilitating cross-border export-related payments to the User.
 - (b) Document Management Services: The Company provides a platform “**LeDoc**” to the User to manage the documents of the User generated or received by the User in relation to cross-border export-related payments and Trade Transactions.
 - (c) Financing Services: The Company provides a platform “**LeFin**” designed to facilitate Users in accessing financing solutions for Trade Transactions. Through this platform, Users can connect with lenders or financial institutions that provide working capital by purchasing accounts receivable at a discount.

The Terms and Conditions with respect to these Services and Platforms are more clearly mentioned in the Annexures.

7. Eligibility

- 7.1. By agreeing to these Terms & Conditions, a User (which such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract. Additionally, where the User is registering on behalf of, and is the authorized representative of, a company, partnership or any other legal entity, such User has been duly authorized by such entity and is permitted under Applicable Laws to accept these Terms & Conditions. The User represents and warrants that the User has the full power and authority to accept the Terms & Conditions, access the Platforms and use the Services provided by the Company, under these Terms & Conditions and that these Terms & Conditions are binding upon the User and enforceable in accordance with their terms. Where the Services are availed by a company, partnership or any other legal entity, the User represents and warrants that the entity has the full power and authority to accept the Terms & Conditions and such Terms & Conditions shall bind such company, partnership or any other legal entity, as applicable.
- 7.2. In case the Company alters or amends the eligibility criteria to be registered for accessing the Platforms, the Website or receiving services of the Company and the User no longer complies with the new eligibility criteria, as determined by the Company in its sole discretion, the User

accepts that the Company may restrict or suspend the access to the Platforms, the Website or receiving services of the Company without any liability for the Company. The User is solely responsible for ensuring that the User are in compliance with these Terms & Conditions.

- 7.3. The User shall ensure that there are proper encryption and security measures at its respective desktop, mobile device or other device used to access the Platforms and Website to prevent any hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to such information.
- 7.4. The User may not use the Services provided by the Company, the Platforms or the Website for any illegal or unauthorised purpose nor may the User, in the use of the Platforms or Website, violate any Applicable Laws (including but not limited to copyright laws). The Company reserves the right to refuse or discontinue any services provided by the Company or the Platforms to anyone for any reason at any time.

8. **Registration**

- 8.1. In order to avail the Services of the Company, the User must be registered with the Company. The User shall provide the Company all such documents as may be required by the Company for identity verification of the User as required under the Applicable Law.
- 8.2. By registering with the Company, User agrees to provide true, accurate, current and complete information, failing which the Company may at any time reject User's registration and terminate his right to use or access the Platforms and Services. When User registers on the Platforms, a User Account will be created, that is associated with User's user name, password and other identifying information. User shall be responsible for anything that happens through his User Account.
- 8.3. The User expressly undertakes to keep his/her account information, which includes but not limited to his primary email address, contact number, bank account number, communication address, ownership or legal status current and valid and in case of any change in information provided, update his account immediately.
- 8.4. In the event of any action/notice by any law enforcement agency or conviction by a court of law, the User shall undertake to forthwith without any delay inform the Company about the same and keep the Company updated.
- 8.5. By registering with the Company, the User consents the Company to send information with respect to the Services and Platforms via email, SMS text messaging or phone number such as (a) updates to the Services/ Platforms and new features or products; (b) administrative messages and other information; and (c) advertising, marketing, and other materials regarding Company's products and services.

9. **Information**

- 9.1. The User will be required to submit the information and documents for availing the Services, as specified by the Company from time to time, including for compliance with Applicable Laws, which may include:
 - (a) Valid Identification and address proof as may be specified by the Company on the Platforms; and
 - (b) Permanent Account Number of the User.

- 9.2. The User authorises the Company directly or through third parties, to make any inquiries as the Company consider necessary to validate the identity, including as necessary to comply with the obligations under Applicable Laws. This may include asking the User for further information or documentation, requiring him to provide personal identification documents, valid identity proof and address proof.
- 9.3. The User authorises the Company to access, use, process and share the information provided by the User and the details of the Trade Transactions (if applicable) and such other information as may be necessary to comply with Applicable Laws, or if requested by any governmental entity or the Partners for processing the Trade Transaction, investigating into an erroneous or fraudulent transactions or for such other reason as may be specified in the notice, order or direction from the court or any governmental authority or as required under the Applicable Law.

10. User Obligations

- 10.1. Every User is responsible to furnish correct and accurate information of the User as may be required.
- 10.2. User shall act in compliance with all Applicable Laws, rules and regulations and shall at all times comply with the guidelines set by Partners, as may be applicable from time to time.
- 10.3. User shall bear and be solely and exclusively responsible for the payment of all relevant & applicable taxes (including any applicable withholding taxes) as may be due from time to time.
- 10.4. The User is solely responsible for protecting the confidentiality of its own username and password and any activity under the account will be deemed to have been done by the User.
- 10.5. A User shall inform the Company of any change in his email address, mobile number, address, ownership or legal status or his cessation of business in writing forthwith on such change.
- 10.6. User shall not use the Services or the Platforms in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services or the Platforms in an automated manner or otherwise.
- 10.7. User shall not hold the Company liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of his/her mobile and/or the web-based access or through any other platform due to loss or theft of his mobile or cloning of his/her mobile or for any other reason whatsoever.
- 10.8. The User shall be responsible for compliance with all Applicable Laws in relation to a Trade Transaction.

11. Payment of Fees

- 11.1. The User agrees and undertakes to pay the Fee for the use of the Services of the Company as specified by the Company.
- 11.2. The Fees is subject to change without notice. The Company reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the Platform, it shall be deemed that the User has accepted such revised Fees.

12. Restrictions on the use of the Platforms and the Website

- 12.1. The User shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Platforms, the Website or any component or content thereof, available to any third parties prior the prior written consent of the Company.
- 12.2. The User shall not circumvent or disable any digital rights management, usage rules, or other security features of Platforms or the Website; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platforms or the Website; and not use the the Platforms in a manner that threatens the integrity, performance, or availability of the Platforms or the Website.
- 12.3. Without limiting the foregoing, the User agrees that the User shall not use the Platforms, the Website or the services of the Company to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
 - (a) that the User does not have a right to make available under any law or contractual or fiduciary relationship, unless the User owns or controls the rights thereto or have received all necessary consents for such use of the content;
 - (b) is defamatory, vulgar, obscene, pornographic, paedophilic, invasive of another person's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - (c) is harmful to minors and children;
 - (d) infringes patent, trademark, copyright or other proprietary rights or intellectual property rights of any person or entity;
 - (e) violates any Applicable Law, regulation or generally accepted practices or guidelines in India;
 - (f) deceives or misleads any other user of the Platforms or the Website, the Company or any other person the origin of any messages on the Platforms or the Website or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - (g) impersonates any person or entity, or falsely state or otherwise misrepresent the User's affiliation with a person or entity;
 - (h) 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 cognisable offence or prevents investigation of any offence or is insulting other nation;
 - (i) contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Platforms or the Website, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent; and
 - (j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

- 12.4. Without limiting the foregoing, the User agrees that the User shall not:

- (a) decompile, reverse engineer, or disassemble the contents of the Platforms or the Website or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platforms or the Website, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Platforms or the Website;
- (b) (i) use the Platforms or the Website and any of the Company's services for commercial purposes of any kind except as permitted, or (ii) advertise or sell the Platforms or the Website or any services of the Company or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Platforms, the Website or the services of the Company in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company;
- (c) Engage in any activity which would interfere with any other person's use or enjoyment of the Platforms, the Website or the services of the Company including engage in disruptive attacks such as denial of service attack on the Platforms, the Website or the services of the Company;
- (d) Access or use the Platforms, the Website or the services of the Company in any manner that could damage, disable, overburden or impair any of the Platforms and the Website's servers or the networks;
- (e) Disrupt or interfere with the security of, or otherwise cause harm to, the Platforms, the Website or the services of the Company, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected;
- (f) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Platforms, the Website or the services of the Company, to access, acquire, copy or monitor any portion of the Platforms, the Website or the services of the Company, or in any way reproduce or circumvent the navigational structure or presentation of the Platforms and the Website, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Platforms, the Website or the services of the Company; and
- (g) use the Platforms, the Website or the services of the Company for purposes that are not permitted by: (i) these Terms & Conditions; and (ii) any Applicable Law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.

12.5. The User shall not use the Platforms, the Website or the services of the Company for any purpose that might be construed as contrary or repugnant to any Applicable Law, regulation, guideline, judicial dicta, or public policy or for any purpose that might negatively prejudice the goodwill of the Company, its partners or violate the Terms & Conditions.

13. **The Company's rights**

13.1. The Company reserves the right to suspend/discontinue the Platforms, the Website or the services of the Company and any other products/services to the User and/or to sever its relationship with the User, at any time, for any cause, including, but not limited, to the following:

- (a) For any suspected violation of the rules, regulations, orders, directions, notifications, laws, statutes, from time to time or for any violation of the terms and conditions mentioned in these Terms & Conditions.

- (b) For any suspected discrepancy in the particular(s), documentation or information provided by the User;
- (c) To combat potential fraud, sabotage, wilful destruction, threat to national security, for any other force majeure reasons etc.;
- (d) If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- (e) If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
- (f) If the User does not have the control over the User's login details and password or the User's account is compromised in any other manner;
- (g) If the User indulges in any abusive or aggressive or threatening behaviour or any act or any intimidation or harassment of any kind (be it verbal or physical or written) against any employee / representative / agent of the Company or any other User; and
- (h) If the Company believes, in its reasonable opinion, that cessation/ suspension is necessary.

14. Accuracy of information

- 14.1. The Company is not responsible if information made available on the Platforms or the Website (including any information in relation to the services of the Company) is not accurate, complete or current. The material on the the Website and the Platforms is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting, primary, more accurate, more complete or more timely sources of information.
- 14.2. The Platforms and the Website may contain certain historical information. Historical information, necessarily, is not current and is provided for the User's reference only. The Company reserves the right to modify the contents of the Platforms and the Website at any time, but the Company has no obligation to update any information on the Platforms and the Website. The User agrees that it is the User's responsibility to monitor changes to the Platforms and the Website or any other information provided by the Company.

15. Warranties

No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Platforms, the Website or the services of the Company. While the Company may apply such technology as it deems fit to ensure the security of and prevent unauthorised access to its products/services, the Company does not warrant that products/services or any content/data will be provided uninterrupted or free from errors or that any identified defect will be immediately corrected. Further, no warranty is given that products/services or any data/content are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. The Company provides the Platforms, the Website or the services of the Company and other products/services an "as is", "where is", "with all faults" basis.

ALL OTHER WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR USAGE OR FOR THE INTENDED USE THEREOF ARE EXPRESSLY EXCLUDED IN CONNECTION WITH

THE USE OF THE PLATFORMS, THE WEBISTE OR THE SERVICES OF THE COMPANY.

16. Exclusions of liability

- 16.1. Notwithstanding anything to the contrary, the Company, its Partners, and their successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to the User or any other Person for:
 - (a) any indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Platforms, the Website or the services of the Company or reliance on those, howsoever caused and regardless of the form of action (including tort or strict liability);
 - (b) any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
 - (c) any loss or damage arising as a result of a disclosure/sharing or hacking of the User's login details and password, and any improper usage, failure or malfunction of any computer or mobile phone, unavailability of an electricity connection, other telecommunications equipment, any other services or equipment necessary to access the Platforms, the Website or the services of the Company.
- 16.2. The Company or the Partners shall not be liable for any inconvenience, loss, cost, damage or injury suffered by the User or any third Person arising from or caused by:
 - (a) act or omission of any third party including but not limited to any participants, interviewers or any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; and
 - (b) theft or loss of the User's computer, mobile phone, the User's data, the User's login details and password, hardware.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT, SHALL THE COMPANY OR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS AND/OR PERSONNEL, BE LIABLE TO THE USER OR ANY PERSON FOR ANY DAMAGES, LIABILITIES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO: (I) THESE TERMS & CONDITIONS, THE PLATFORMS, THE WEBSITE OR THE SERVICES OF THE COMPANY, OR ANY REFERENCE SITE, APP, PRODUCTS OR SERVICES; OR (II) THE USER'S USE OR INABILITY TO USE THE WEBSITE, THE PLATFORMS, OR OTHER PRODUCTS OR SERVICES OF THE COMPANY OR ANY REFERENCE SITE; OR (III) ANY OTHER INTERACTIONS WITH THE COMPANY; HOWEVER CAUSED AND WHETHER ARISING IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE, BEYOND OR IN EXCESS INR 10,000, OR ANY LOWER AMOUNT AS MAY BE PERMITTED UNDER APPLICABLE LAWS, WHICHEVER IS LESS.

- 16.3. The Company shall make all best efforts to provide uninterrupted services subject to down time and regular maintenance Notwithstanding anything in these Terms & Conditions, the User acknowledges that the Platforms, the Website or the services of the Company may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro. The Company shall adopt all such best technical and non-technical security measures that it considers are appropriate and are the same as that is prevalent in the

industry, however the Company does not guarantee that such security measures cannot be subverted to gain unauthorized access. In the event of interruption to the Platforms, the Website or the services of the Company or loss of use and/or access, the Company shall be to use best endeavors to restore access as soon as reasonably possible.

- 16.4. The Company is not responsible for any information or content uploaded by any User on the Platforms or the Website.

17. **Third party services**

- 17.1. The Company provides the User with access to third-party tools and services and certain content, products and services available by the Company may include materials from third-parties which the Company neither monitor nor have any control over. Third-party links on the Platforms or the Website may direct the User to third-party websites that are not affiliated with the Company.
- 17.2. The User acknowledges and agrees that the Company provides access to such links, website, tools and services “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any materials, products, or services of third-parties.

18. **Intellectual property**

- 18.1. All Intellectual Property Rights in the Platforms, the Website or the services of the Company belong to the Company or the applicable third-party owner of such rights. Nothing in these Terms & Conditions shall operate to transfer any Intellectual Property Rights beyond the specific licenses, as may be specifically agreed in writing. The Company retains ownership of all right, title to, and interest in any and all Intellectual Property Rights developed, owned, licensed or created by the Company.
- 18.2. No part or parts of the Platforms or the Website may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without the Company’s prior written permission. The User may view, print or use the Company’s content for personal, non-commercial use only, provided further that the User does not modify the content and that the User retains all copyright notices and other proprietary notices contained in the content.
- 18.3. The User shall not claim any rights or interest in the Intellectual Property Rights of the Company or its partners, or in connection with any other services, features or product offered by the Company to the User. In no event shall the User alter, tamper, vary, modify, change, disassemble, decompile, or reverse engineer any Intellectual Property Rights of the Company (including without limitation any Intellectual Property Rights licensed to the Company by any other Person) (collectively, “**IP Property**”), or permit others to do so. Altering, tampering, varying, modifying, changing, disassembling, decompiling and reverse engineering include, without limitation:
 - (a) converting the IP Property from a machine-readable form into a human-readable form;
 - (b) disassembling or decompiling the IP Property by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof;
 - (c) examining the machine-readable object code that controls the IP Property’s operation and creating the original source code or any approximation thereof by, for example, studying the IP Property’s behaviour in response to a variety of inputs;

- (d) performing any other activity related to the IP Property that could be construed to be reverse engineering, disassembling, or decompiling; or
- (e) making any alteration or change to the IP Property without the express prior written consent of the Company.

19. **Indemnification**

The User agree to indemnify, defend and hold harmless the Company and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees (“**Indemnified Parties**”), from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of the User’s breach of these Terms & Conditions or the documents they incorporate by reference, or the User’s violation of any law or the rights of a third-party.

20. **Waiver**

If the Company does not exercise a right under these Terms & Conditions, shall not constitute a waiver of such right. Waiver of any right, remedy or breach of any subject matter contained in these Terms & Conditions shall not be viewed as a waiver by the Company, unless specifically agreed by the Company in writing.

21. **Force Majeure**

For purposes of these Terms, “Force Majeure Event” means any event or circumstance, regardless of whether it was foreseeable (including without limitation an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); criminal, revolutionary, or terrorist activity), that: (a) was not caused by a party and, (b) prevents that party from complying with any of its obligations pursuant to these Terms and Conditions (other than an obligation to pay money) or provision of the Platforms or the Website. If a Force Majeure Event occurs, the Company will be excused from performing those obligations rendered un-performable by the Force Majeure Event. During a Force Majeure Event, the Company shall use reasonable efforts to limit damages to the User and to resume its performance pursuant to these Terms.

22. **Relationship of the parties**

The User agree that no joint venture, partnership, employment, or agency relationship exists between the User and the Company as a result of these Terms of Service, the User’s use of the Platforms or the Website, or the availing of Services from the Company.

23. **Assignment**

The User shall not assign or transfer the rights and obligations if the User under these Terms of Service, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without the Company’s prior written consent of the Company may assign or transfer the rights and obligations contained in these Terms and Conditions to any Person.

24. **Governing law and jurisdiction**

- (a) These Terms and Conditions will be governed by the laws of the India without any application of conflict of laws principles.

- (b) In case of any differences, disputes or disagreements between the User and the Company, the dispute shall be resolved by a sole arbitrator appointed by the mutual consent of the User and the Company. The seat of arbitration shall be Bengaluru and the language of arbitration shall be English.

25. **Confidentiality**

For the purposes of this Terms of Service, the term “**Confidential Information**” shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers and statements and trade secrets. In case the User comes into possession of any Confidential Information of the Company the User shall safeguard the same and shall not disclose such Confidential Information without the prior written consent of the Company.

26. **Contact Information**

- 26.1. Questions about these Terms and Conditions should be sent to the Company to Leconnect@Leremitt.com.
- 26.2. Any notices to the Company in connection with the Platforms, the Website or these Terms and Conditions must be sent to the details given below:

Leconnect@Leremitt.com

- 26.3. Notice shall be sent to the contact address set forth here (as such may be changed by notice given to the other party), and shall be deemed delivered as of the date of actual receipt.
- 26.4. The Company may give telephonic notice to the User by calls to appropriate numbers, by messaging to the telephone number, or by an email to the email address of the User available on record with the Company. The User's agree that in case there are any changes in any information provided by the User to the Company, including the User's phone number, e-mail address and other contact details, the User will be solely responsible to update them regularly. The User agrees that all agreements, notices, disclosures and other communications that Company provide to the User's electronically satisfy any legal requirement that such communications be in writing. If the Company sends any communication by e-mail or to the User's phone number, it shall be sent to the User's e-mail address or phone number available on the records created by the User on the Platforms and it shall be deemed to have been received by the User once it is reflected as sent in the outbox of the e-mail id or at the time of dispatch of the message.

27. **Cumulative rights**

The rights and remedies of the Company provided in these Terms are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

28. **Entire understanding**

These Terms and Conditions constitutes the entire agreement between the Company and the User pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Company and the User.

ANNEXURE A: Terms and Conditions for using LeRemitt Platform

In addition to the terms and conditions mentioned above, the terms outlined in this Annexure A shall also apply to the Users availing the Services of the Company through LeRemitt Platform.

1. Terms of Trade Transaction

- 1.1. The User agrees and accepts that the Company is not involved in any Trade Transaction and shall be solely responsible for the same. The User shall not use the Services for any Trade Transactions which are disputed. The User shall not make the Company or the Partners a party to any dispute involving the Trade Transaction and shall defend, indemnify and hold harmless the Company, the Partners and their respective, agents, employees, officers, directors and affiliates from the same.
- 1.2. The Company or the Partners may suspend the User's access to the Services or any funds paid to the User though the Services in case the Company or the Partners suspect any illegal, unlawful or fraudulent activity. The User's access may also further be suspended if so, directed by any government or regulatory body.
- 1.3. The User shall maintain all proofs and evidence related to the Trade Transactions and shall provide them to the Company or the Partners immediately on demand. In case the User fails to provide relevant proofs and evidence, the Company may immediately suspend or cancel the Trade Transaction.
- 1.4. The Company or the Partners shall not be liable for any foreign exchange fluctuations or changes. The Company and the Partners reserves the right to deduct amounts owed to them.
- 1.5. The User is not, and shall not be on any RBI's exporter's caution list, wilful defaulter, is compliant with Applicable Laws and is not restricted from otherwise availing the Services. In case the Company or the Partners discover that the User is restricted under Applicable Laws from availing the Services, the Partners may immediately suspend the access the Services, terminate any Trade Transactions and withhold settlement of any amounts of Trade Transactions. The User will further defend, indemnify and hold harmless the Company, Partners and their respective, agents, employees, officers, directors and affiliates from the same.

2. KYC Process

- 2.1. At the time of registration of the User, Company shall endeavour to accurately identify and verify User's identity (or where such User is acting on behalf of any legal entity, the identity and details of such entity) and carry out appropriate customer due diligence. User may also have to provide the information and documents as prescribed under the Company or the Partner's know your customer policy and requirements, Applicable Laws and these Terms & Conditions for know your customer purposes, including but not limited to the provisions of the RBI Regulation of Payment Aggregator – Cross Border dated 31 October 2023, RBI Guidelines on Regulation of Payment Aggregators and Payment Gateways dated March 17 2020, Payment and Settlement Systems Act, 2007, Prevention of Money Laundering Act, 2002 and the Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016 (“**KYC**”), either at the time of opening of the account with Company or undertaking certain transactions or periodically through the Company and/or the Partner. Company shall collect, store and process the information provided to it for KYC purposes as per Applicable Laws and Privacy Policy at all times and share it with the Partners.
- 2.2. User agrees that the User shall provide all documents, details and other information, as specified by Company to carry out the KYC of the User (or where such User is acting on behalf of any legal entity, the entity) including carry out any video KYC process as instructed by the Company.

Unless the KYC is completed to the satisfaction of the Company and the Partners, the Company and the Partners are not obligated to provide any services. Any determination by the Company and the Partners in this regard shall be final and binding on the User.

- 2.3. The User consents to any virtual customer identification process instituted by the Company, including without limitation, the recording of video, capture photos, verification of the User's location, verification of documents presented during such process and all other matters as may be reasonably required for carrying out such virtual customer identification process. In case Company cannot carry out such customer identification process to its satisfaction or the Company and/or Partners, the User may not be able to access the Services.
- 2.4. User warrants and represents to the Company that all information and documents provided by such User to the Company for the purpose of KYC are true, correct and up to date. Company may verify the User's identity for KYC purposes either by itself or through third parties for this purpose. Further, Company may also use / deploy various software and/or technology or other means, either directly or through external service providers / vendors to establish and verify User's identity and/or the documents /information provided by such User. User hereby consents to any such identity verification and KYC checks.
- 2.5. Company shall also share, use and retain User's information and documents, for the Company and/or the Partners to report any or all suspicious transactions to any Governmental Authority and/or to comply with the requests or requisitions made by any such Governmental Authority. Company may also require the User to provide any additional information or documents requested by such Governmental Authority through the Company and/or Partner. Company shall also use such information / documents to conduct internal enquiries as per its Terms & Conditions and may report the findings of such enquiry to any Governmental Authority through the Company and/or Partner.
- 2.6. User agrees to provide any additional information sought by the Company or the Partner in the course of the enquiry conducted by the Company, Partner and/or upon the request of any Governmental Authority.
- 2.7. Company may examine the ownership and financial position, including sources of funds of the User, and in some cases, User's affiliates, and the User shall provide assistance and cooperation in this regard.

ANNEXURE B: Terms and Conditions for using LeDoc Platform

In addition to the terms and conditions mentioned above, the terms outlined in this Annexure B shall also apply to the Users availing the Services of the Company through LeDoc Platform.

1. Features of the LeDoc Platform

- 1.1. All the electronic documents that the User upload on its account with the Company on LeDoc Platform (“**Documents**”) shall be the property of such User. Company does not control, verify, or endorse the Documents that the Users or its partners/ affiliates upload on its account. User and its affiliates are responsible for: (a) all Documents uploaded on their account on LeDoc Platform and (b) shall have all the rights with respect to the Documents. In addition, by storing or using the Documents, the User shall not violate any Applicable Law or these Terms.
- 1.2. The User is permitted to share the Documents with its freight forwarders, custom house agents, importers, bankers etc., that is involved in the Trade Transaction onboarded by the Users for a specified time period. Such sharing must be conducted in compliance with Applicable Laws and the User shall ensure that the recipients maintain the confidentiality and security of the Documents during this period. For such on-boarding, the User shall have to ensure that shall capture essential details such as their roles, email IDs, phone numbers, and addresses of its freight forwarders, custom house agents, importers, bankers, etc., including providing appropriate access levels to each role, enabling them to view, manage, or share Documents based on their responsibilities.
- 1.3. The data in the Documents can be used by the Company for the following purposes to ease User’s experience during the Trade Transaction:
 - (a) Generation of export documents: The data shall be used to create the list of subsequent sets of export-related documents to facilitate seamless trade and operational processes.
 - (b) Dashboard creation: The extracted data shall contribute to the development of dashboards, providing visual representations and analytics to support decision-making and enhance operational efficiency for the Users.
 - (c) Compliance Data Preparation: The processed data shall be organized to meet regulatory requirements, ensuring adherence to Applicable Laws and facilitating compliance reporting.
- 1.4. The Company shall ensure that all data processing activities are carried out in accordance with applicable data protection and privacy laws. User acknowledges that it is responsible for providing accurate and complete data to enable effective processing and utilization.
- 1.5. The LeDoc Platform is equipped with the functionality to automatically retrieve documents from emails, provided the following conditions are met:
 - (a) Specific partners: Documents can be retrieved only from emails sent to designated Partners identified and approved by the User. The User shall ensure that these Partners are authorized to share and receive such documents with the LeDoc Platform and the Company will not be responsible for the same.
 - (b) User permissions: The automated retrieval feature shall be enabled only after the User explicitly grants permissions to the LeDoc Platform for accessing the specified email accounts. This permission must be provided in a manner consistent with applicable data protection laws.

- (c) Security and privacy: The LeDoc Platform shall access email data using secure protocols to ensure the confidentiality and integrity of the retrieved documents. The LeDoc Platform shall process only the documents approved by the User, and no other email data will be accessed, stored, or used.

By granting permissions for automated retrieval, the User agrees to comply with all Applicable Laws, including obtaining necessary consents from the email account owner and any affected parties. The Company shall not be liable for unauthorized access or sharing of documents resulting from inaccurate permissions or misuse of the feature.

- 1.6. Users who prefer not to enable automated retrieval can manually upload documents to the account on the LeDoc Platform as an alternative.

2. Storage of the Documents

- 2.1. The Services are provided from India and the User agrees to the storage of Document and any other personal information in the India. However, User understands that User (or other people that User collaborates with) can access its account on LeDoc Platform (including Documents) from outside India and that nothing prohibits the processing of other information outside of India.

3. Payment of Fees for using LeDoc Platform

- 3.1. The User agrees and undertakes to pay the Fees for the use of the LeDoc Platform directly to the Company. User is responsible for payment of any additional taxes, charges, or fees associated with the use of the LeDoc Platform.
- 3.2. The Company reserves the right to modify the Fees at any time with a notification to the User. In case of the User's continued use of the LeDoc Platform, it shall be deemed that the User has accepted such revised Fees.
- 3.3. The User is solely responsible for ensuring timely payment of the Fees for using the LeDoc Platform. Failure to make the required payments may result in suspension or termination of access to the Services.
- 3.4. The Fees are due as per the billing cycle agreed between the User and the Company. The Company may, at its discretion, adjust the billing cycle or payment structure as deemed necessary.

ANNEXURE C: Terms and Conditions for using LeFin Platform

In addition to the terms and conditions mentioned above, the terms outlined in this Annexure C shall also apply to the Users availing the Services of the Company through LeDoc Platform.

1. Features of the LeFin Platform

- 1.1. LeFin Platform is designed to connect Users seeking financing solutions with third-party offering such services (“**Finance Service Providers**”).
- 1.2. The LeFin Platform acts as a facilitator by providing information about available financing solutions and enabling Users to initiate communication with the Finance Service Providers.
- 1.3. The User understands that the Company does not provide financing services directly and is not a party to any agreement between the User and the Finance Service Provider.

2. Due Diligence and Decision Making

- 2.1. Users are responsible for conducting their own due diligence before entering into any agreement with a Finance Service Provider.
- 2.2. The Company does not provide financial, legal, or professional advice and encourages Users to seek independent expert consultation before making decisions.
- 2.3. Users must ensure that they comply with all Applicable Laws while using the LeFin Platform and engaging with Finance Service Providers.

3. Limitation of Liability

- 3.1. The Company shall not be liable for any disputes, losses, damages, or claims arising out of or in connection with the User’s engagement with the Finance Service Provider. The Company does not guarantee any payment by the User or the Finance Service Providers in connection with any financing services.
- 3.2. The Company does not guarantee the quality, reliability, or suitability of the services provided by any Finance Service Provider listed or connected through the LeFin Platform.
- 3.3. The User acknowledges that their decision to engage with a Finance Service Provider is made independently, and the Company does not endorse or vouch for any specific provider.