



Terms and Conditions

The objectives of this Terms and Conditions (“**Terms and Conditions**”) are to make You aware of the rules that govern Your use of and access to the Tijoree website (defined below), as well as what to look forward from Tijoree Invest Private Limited (“also referred to as “**Tijoree**”, “**Company**”, “**We**”, “**Us**”, and “**Our**” depending on the context”) when you use and interact with the Tijoree website.

According to the Information Technology Act of 2000 and the laws thereunder, as applicable and as occasionally amended, these Terms and Conditions are an electronic record. There are no physical or digital signatures necessary for this electronic record as the same is produced by a computer system. These Terms and Conditions are published in accordance with the requirements of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 created under the Information Technology Act, 2000 (as amended from time to time), and they serve as a legally binding and enforceable contract between Tijoree and the User (as defined below).

These Terms and Conditions apply to accessing and using the Tijoree website <https://www.tijoree.money/> (“**Website**”), mobile site, web/desktop plugins, and mobile application housed at <https://www.tijoree.money/> (“**App**”), which includes any and all related mini-links and the Services provided by Tijoree. For the purposes of this Terms and Conditions, all the terms and conditions applicable to the Website shall also be applicable to the App and vice-versa.

With the help of the Tijoree Website, companies may use technology to manage their payments and collections, banking, accounting, and compliance through a single dashboard.

Tijoree is a technological platform and it is neither a bank nor does it claim to be licenced as one. The banks and financial institutions with RBI licences offer the business current accounts, corporate cards, and other financial services/automation services/software services offered on the Tijoree Website. According to the limits outlined in the deposit insurance programme of the RBI, all monies in Tijoree powered Business Current Account are insured. The banking and financial services provided on the Tijoree Website are powered by our partner banks and financial institutions, and they adhere to all security standards and legal obligations established by those institutions, in compliance with current RBI rules.

Terms and Conditions

The User's use of and/or access to the Website is subject to these Terms and Conditions. These Terms and Conditions are an essential component of and must be read in conjunction with the following:

- The Privacy policy governing usage of the Website or any other form of communication with the User is available at *[insert link of Privacy Policy]*. Your acceptance of this Terms and Conditions shall be considered as Your deemed acceptance of the terms of the Privacy Policy set out on the Website and vice versa.
- The Terms and Conditions set out by server providers that apply to the Service(s) used by You.



Definitions

Unless the context otherwise requires, the following capitalized words shall have the meaning assigned to them below.

“Bank” refers to any bank or financial institution that has a licence from and is governed by the RBI, with whom Tijoree has collaborated to provide the Services. It also refers to any sponsor banks with which Tijoree has collaborated to provide software protocols and direct API connections.

“Business Current Account” or **“Payment Account”** refers to a bank account that the User has connected to Tijoree Website for proceeds settling. The Business Current Account can be opened with any Bank and linked to the Tijoree Website for settlements, or it can be an existing account and the same can be linked to Tijoree Website by completing KYC verification. Any User's use of the Business Current Account is subject to the conditions outlined by the relevant bank.

“Customer” shall refer to any person or organisation that engages in transactions with the User that result in the transfer of monies to the User.

“Know Your Customer” or **“KYC”** shall mean all applicable laws, statutes, orders, and rules, including the RBI Guidelines issued from time to time, in accordance with which Tijoree obtains personal identifiable information from Users wishing to access or use the Tijoree Website.

“Online Business Account”, or **“User Account”** refers to the online account that the User opened in compliance with the RBI Guidelines and subject to the Tijoree Website's onboarding procedures.

“Payee” means any individual using the Services to whom a payment is made (this includes users who use the Services to receive payments).

“Payer” means any person who makes a payment on using the Services (and the term includes a User who uses the Services to make payment).

“RBI Guidelines” refers to the extant rules, regulations, orders, directions, notifications and guidelines issued by RBI, including but not limited to - the Payment & Settlement Systems Act, 2007, RBI Directions for opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries dated November 24, 2009, the Guidelines on Regulation of Payment Aggregators and Payment Gateways dated March 17, 2020 and the Master Directions for Know Your Customer (KYC), 2016, as amended from time to time.

“Service(s)” includes the services provided by Tijoree to the User at the request of the User, as listed below:

- Online Business Account for payments and collections;
- Corporate Cards;
- Includes any other products/services offered by Us, from time to time.



“Service Provider” refers to any organisation, group of people, facility provider, lender, card issuing institution, bank, card processor, or clearing house network that uses its facilities or services to provide the Services.

“Transaction” means a successful transfer of funds (a) from a User to a Payee; or (b) from a Payer to a User, as the context requires.

“User”, “You”, “Your” and “Yourself”, any natural person or legal person (sole proprietor, partnership business, company, LLPs, trusts, societies, or HUFs), as the context dictates, that registers on the Tijoree Website and/or engages in transactions or uses Services. The word "User" also refers to any of the User's employees who access the Tijoree Website using their User Account credentials and have full access or restricted access, as applicable.

Eligibility for usage of the Website

Only those who qualify as "competent to contract" under Section 11 of the Indian Contract Act, 1872, and who can enter into contracts with legal effect under that statute may access or utilise the Tijoree Website.

Registration requirements and Accessibility

You must have a User Account registered on the Tijoree Website in order to access and utilise the Website and Services. You are given a User Account in collaboration with the Banks in compliance with the RBI Guidelines. In this regard, the User shall make all documents and information necessary to carry out KYC in accordance with the RBI Guidelines available to Tijoree and the Service Providers (where applicable). If you do not submit true, accurate, current, and complete information, Tijoree has the right to refuse your registration and revoke your access to the Website and/or Services. Tijoree has the right to request the self-attested copies of the papers that were submitted during or after the registration procedure in order to undertake KYC on the User.

You understand and unconditionally agree that even if You are permitted to conduct Transaction on the Tijoree Website, the monies will not be credited to Your account if the User have outstanding KYC requirements according to RBI Guidelines. Additionally, Tijoree reserves the right to withhold the settlement amounts from the User upon non-fulfillment of Your KYC obligations, as stated above, to the satisfaction of Tijoree, and to ultimately reverse the funds to the account from which such payment originated if the non-fulfilment of KYC obligations persists.

Based on the information you supply while registering on the Tijoree Website, a User Account will be made for you. It is pertinent to note that You will be fully responsible for anything that occurs through the User Account, hence, it is important that you keep the User credentials private. You are responsible for making sure that the User Account information is always accurate and up to date. You must notify Tijoree in writing at least 30 (thirty) working days in advance of any change to the User's email address, mobile number, address, authorization, control, or legal status, as well as any termination of the User's business.



The security and secrecy of the login, password, and any other information relevant to the User Account, as well as preventing unauthorised access to the User Account and devices, are your constant responsibility. Tijoree gives a disclaimer of all responsibility for any error or abuse of the User Account made by the User, by anyone to whom the User has granted authorization, or by anyone who uses the User Account to access the Services.

It shall be Your obligation to routinely check these Terms and Conditions for any amendments. Any revisions to these Terms and Conditions will be deemed accepted if You continue to use the Website. Tijoree grants the User a personal, non-exclusive, non-transferable, restricted right to access and use the Website, subject to the User's diligent compliance with these Terms and Conditions.

You agree to use the Website only for legal business purposes and to refrain from engaging in any prohibited, illegal, or immoral behaviour or helping to in any way the continuation of any such activity that violates any law or regulation, including but not limited to the RBI Guidelines.

This statement makes it clear that any money in the Business Current Account is kept by the appropriate Bank and is subject to the rules established by that Bank. The accountholder listed on the Bank's records shall be the rightful owner of any funds in the Business Current Account, subject to any relevant Bank fees. You shall be solely responsible for any liability arising from any Transaction carried out by You using the Business Current Account or any software or any other product/Service provided by Tijoree and Tijoree shall not be responsible for any liability arising therefrom.

You will be accountable for any liabilities, expenses, or losses resulting from the User supplying false, inaccurate, or misleading information; and the compromise of the User Account credentials, and You shall hold Tijoree harmless from any such losses. In the event that these Terms and Conditions are not complied with, Tijoree retains the right to deny access to the Website, terminate accounts, remove, or change content at any time without prior warning to the User in question.

Offline e-KYC Verification

If you use Aadhar Offline e-KYC to register on the Website, you now irrevocably:

- submit a request to Tijoree or any third party service provider to access Your Aadhaar Information (defined below) from UIDAI to retrieve and verify information about Your Aadhaar Number, Aadhaar XML, Virtual ID, e-Aadhaar, Masked Aadhaar, Aadhaar details, demographic information, identity information, Aadhaar registered mobile number, face authentication details and/or biometric information (collectively referred to as “**Aadhaar Information**”).
- authorize Tijoree to get from UIDAI Your Aadhaar Information and make it available to Tijoree and/or any third party as needed to complete KYC verification.
- acknowledge that you will take all necessary steps to authenticate and verify your Aadhaar information.



- provide the necessary licence and consent to use Aadhaar API services provided by any third party service provider, including but not limited to the transmission and storage of Your Aadhaar Information by Tijoree, as may be required by relevant laws, rules, regulations, and guidelines.
- acknowledge that You have provided the consent voluntarily and without being coerced to do so by Tijoree or any other party.
- acknowledge that by granting Tijoree permission to access your Aadhaar information, you fully understand and agree to assume full responsibility for any Losses (as defined below) resulting from such requests and actions, and that you will indemnify Tijoree, its representatives, employees, and directors from any Losses.
- agree that Tijoree shall not retain Your Aadhaar Information after the request has been processed.
- agree that it is Your responsibility to verify the identity of the person who is collecting the Aadhaar Information on behalf of any bank or any third party service provider.

Fees and Taxes

According to the Services you have requested or used, as well as the pricing or subscription plan you have selected on the Tijoree Website, fees will be levied to You (the "Fee"). Any fee or charge or institute may be changed by Tijoree, and the User agrees to pay all fees and charges that are subsequently imposed without objection or delay.

Any amount paid as Fees unless specified in these Terms and Conditions, will not be refunded by Tijoree.

The User shall bear all applicable taxes if the Fees are subject to any type of use or goods and sales tax, income tax, duty or other governmental tax or levy.

Refunds, Chargeback, and Cancellation

Tijoree shall endeavor to instruct the Nodal Bank to transmit the Settlement Amount from the Nodal Account to the Vendor's Bank Account or in Customer Bank Account in case the Customer is accepting payments from Vendors within the time-period prescribed by RBI commencing from the date of Completion of Transaction as separately mutually agreed. If the Customer opts for Tijoree Services using Tijoree Services Product, the Customer understands that the Transaction shall be completed only upon receipt of the Transaction Amount in the Nodal Account from the Acquiring and/or Issuing Banks and reconciliation of the same by the Acquiring and/or Issuing Banks, Tijoree and the Nodal Bank ("Tijoree Completion of Transaction").

The transmission of the Settlement Amount to the Vendor Bank/Utility/GST/Rental Service provider bank account shall be subject to reconciliation of the Customer Charge by the Acquiring and/or Issuing Banks, Tijoree, and the Nodal Bank after actual receipt of the Transaction Amount in the Nodal Account. The Customer shall be solely responsible for all payments with respect to refunds and Chargebacks and Tijoree shall not be liable for any claims, disputes, or penalties which may arise



in connection with such refunds or Chargebacks. The Customer agrees to indemnify Tijoree in respect of any claims, disputes, penalties, costs and expenses arising directly or indirectly in relation to refunds or Chargebacks for all Transactions initiated and instructed through the Tijoree Platform or through other medium.

Notwithstanding anything contained herein, the Customer hereby fully confirms and agrees that Tijoree, Acquiring and/or Issuing Bank and Nodal Bank reserve the right to reject payments with respect to any Customer Charge for reasons including but not limited to unlawful, unenforceable, doubtful or erroneous Transaction, Chargeback, refund, fraud, suspicious activities, card Authentication and Authorization issues, overpayment made due to mathematical errors or otherwise, penalties incurred, Transaction related issues, issues related to Delivery, Customer Charge or Product, if the Transaction was not made in accordance with the requirements of Tijoree and/or the Acquiring and/or Issuing Banks and/or Card Association.

In the event of rejection of payment with respect to Customer Charge, Chargeback, refunds or other Outstanding Amounts due to Tijoree, Acquiring and/or Issuing Bank, Tijoree and/or the Acquiring and/or Issuing Bank reserve the right to reverse the credit given to the Customer or Vendor or Vendors Bank Account or set-off the payment amount rejected, Chargeback or refunded or the Outstanding Amount against Settlement Amount payable to the Vendor or Vendors or Customer or utility service provider. Tijoree and/or Acquiring and/or Issuing Banks may also deduct the payment amount due from future Settlement Amounts payable to the Vendor or Vendors or Customer with respect to subsequent Transactions and/or ask to pay before any future transaction processing. All Settlement Amount due to the Vendor(s), Customer or utility service provider may be suspended or delayed till such time as Tijoree, the Acquiring and/or Issuing Banks and/or Nodal Bank deems fit, if (a) the Customer or a third party commits any fraud or violates any law or legal requirement; (b) Tijoree and/or the Acquiring and/or Issuing Banks have reasons to believe that a fraud has been committed by the Customers, (c) the Customer has excessive pending Chargebacks or poses high Chargeback and/or refund Risk; or (d) for any other reasonable reasons. Tijoree reserves the right to reject or de-board any Vendor/service provider found violating Acquiring/Issuing bank norms & guidelines and/or for OFAC/Sanctions/AML purposes.

In addition, cancellation, and suspension, shall be subject to the Policy of the Card Issuer Bank, as set out on the website and updated from time to time

The User is responsible for all information provided in respect of the User Account, including the correctness of details for payment of your credit card bill and all charges that result from these payments. Tijoree shall not be responsible for any payment for an incorrect Vendor account or bill payment number.



Data, Audit & Security

To identify and stop high-risk behavior and fraudulent Transactions, Tijoree may monitor all Transactions. It is acknowledged that Tijoree might work with Service Providers to support these efforts as well. The User Account may be suspended temporarily or permanently if there is any suspicious or unusual conduct occurring through it.

The User and Tijoree represent and covenant that:

- (a) they do not store card information or any related data within their databases or any servers they access, except in relation to specific, lawful purposes that comply with the RBI Guidelines;
- (b) they will abide by the data security protocols specified under the RBI Guidelines, including the procedures for incident management and reporting, In addition to performing inspections, risk and security assessments, and audits on the User, Tijoree may also impose additional conditions or restrictions on the User Account, including but not limited to withholding Services and requiring the User to upgrade its infrastructure in accordance with applicable laws.

Without obtaining the third party's prior written consent, the User will not sell, provide, exchange, or otherwise disclose to third parties or use themselves (other than for the purpose of concluding a Transaction or as expressly required by law) any personal information about any third party (whether its customer or otherwise), including any financial and personal information.

The majority of interactive websites employ cookies to make it possible to retrieve user information for each visit. In various areas of the Tijoree Website, cookies are used to enable and improve the functioning and user-friendliness for the Users. The User agrees to the use of cookies in accordance with the Privacy Policy by using the Tijoree Website. Moreover, some Service Providers might employ cookies.

You are prohibited from violating or attempting to violate the security of the Website. You are prohibited from doing any of the following:

- Accessing data not intended for You or logging onto a server or an account which You are not authorized to access; or
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
- Attempting to interfere with Service of any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing;' or
- Sending or transmitting junk email, unsolicited email, including promotions and/or advertising of products or Services; or
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- Violations of system or network security, which may result in civil or criminal liability; or



- Any other action which, at our discretion, constitutes or is likely to constitute a threat to the security of the Website

Content of the User

Usage of the Services does not allow Tijoree the right to use, reproduce, adapt, alter, publish, or distribute any content created and/or saved in the User Account, unless express permission is given by the User. Despite the above, the User grants Tijoree permission to access, copy, distribute, store, transmit, reformat, or disclose the information in the User Account in order to provide the Services that the User has requested or accessed.

The User is free to send or publish any content they have produced, whether utilising one of the Services or otherwise. Nonetheless, the repercussions of such content's transmission or publication are completely the User's responsibility. When using the Services, the User may receive content from third parties. This content is provided to the User "AS IS" for their information and personal use only. As a result, the User agrees not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, licence, or otherwise exploit this content for any purpose without the express written consent of the third party whose rights to it.

If information provided on the Tijoree Website is not true, complete, or correct, Tijoree shall not be liable for any liability arising therefrom. The content on the Tijoree Website is primarily for general informational purposes, and it should not be relied upon or utilised as the only basis for choices without first contacting primary, more reliable, more comprehensive, or more up-to-date sources of information. If a User relies on any information available on the Website, they do so at their own risk. Tijoree Website might contain some historical information, which is inevitably out-of-date and is only offered for the User's reference. While we reserve the right to change the Website's contents at any time, we are under no responsibility to keep it updated. The User acknowledges that it is his or her duty to keep track of modifications to the Tijoree Website.

Third-Party Links

The Website may make reference to or contain connections to websites, programmes, services, and resources from third parties, but this does not imply that We support those channels. The Company makes no representation or warranty of any kind regarding the accuracy, reliability, effectiveness, or correctness of any aspect of any third-party services, and as a result, the Company is not responsible for the content, products, or services that are available from third-party services. We only offer these links as a convenience to the User to access certain services. The User acknowledges entire responsibility and assumes all risk arising from the User's use of any third-party services. The User is responsible for reading and comprehending the Terms and Conditions and Privacy Policy that apply to the User's use of any third-party services.

Intellectual Property Rights

All intellectual property and proprietary rights (collectively, "IPR") on the Website and Services shall remain the sole and exclusive property of Tijoree and its licensors, as applicable. This includes all copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other IPR. Without Tijoree's prior written approval, the IPR may not be assigned, copied, duplicated, distributed, transmitted, broadcasted, displayed, sold, licenced, uploaded, or otherwise used.



Restrictions

Except as expressly permitted under these Terms and Conditions, You absolutely, unconditionally and irrevocably agree not to:

- copy, adapt, convert, abridge, display, reproduce, disseminate, republish, re-use, upload, post, transmit or distribute any content, material or information presented in, furnished, available or provided on the Website, including without limitation for public or commercial purposes, and any text, images, audio and video, except as expressly permitted on the Website's sharing function;
- sell, resell, sublicense, exploit and/or otherwise commercialize any Website material in whole or in part (in various formats or media including object and source code), in any form to any person without obtaining the prior written consent of the Company;
- sell, rent, lease, sub-lease, sub-license, assign, loan, distribute, time-share, or translate any content, material or information presented in, furnished, available or provided on the Website, in any way;
- make alterations to, or modifications of, the whole or any part of the Website, or permit the Website or any part of it to be combined with, or become incorporated in, any other programs;
- remove or substitute or modify any information pertaining to intellectual property or proprietary rights from the Website;
- modify, disassemble, decompile or create derivative works based on the whole or any part of the Website;
- use this Website in any way that is, or may be, damaging to this Website;
- use this Website in any way that impacts User access to this Website;
- use this Website contrary to applicable laws rules, regulations ordinances, guidelines, orders or judgments, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- use this Website to engage in any advertising or marketing;
- access, monitor or copy any content or information of this Website using any robot, crawler, spider, scraper, or other automated means or any manual process for any purpose without the Company's express prior written permission;
- deep-link to any portion of the Website for any purpose without our express written permission;
- take any action that imposes, or may impose, in the Company's discretion, an unreasonable or disproportionately large load on the Company's infrastructure;
- undertake any activity which may result in or is aimed and intended to cause wrongful loss to the Company;
- violate the restrictions in any robot exclusion headers on the Website or bypass or restrict circumvent other measures employed to prevent or limit access to the Website;



- "frame", "mirror" or otherwise incorporate any part of the Website into any other website without Our prior written authorization;
- store or use any downloaded data in an archival database or other searchable database;
- use any "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 Website or confidential information or any other data or information on the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website or confidential information or any other information, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
- attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, by hacking, password "mining" or by any other illegitimate means;
- probe, scan or test the vulnerability of the Website or any network connected to the Website or breach the security or authentication measures on the Website or any network connected to the Website;
- reverse look-up, trace or seek to trace any information of any User or any visitor to the Website, including any account on the Website not owned by the User, to its source, or exploit the Website or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal information, other than the User's own information, as provided for by the Website; make any negative, denigrating or defamatory statement(s) or comment(s) about the Company or the brand name or domain name used by the Company or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or Users on the Website or otherwise tarnish or dilute any Company's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name or other intellectual property rights as may be owned or used by the Company. The User agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Company's systems or networks, or any systems or networks connected to the Company;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any Transaction being conducted on the Website, or with any other person's use of the Website;
- refers to any Website or URL, that in the Company's sole discretion contains material that is inappropriate for the Website or contains content that would be prohibited or violates the letter or spirit of these Terms and Conditions; and
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal the User sends to the Company on or through the Website.



Certain areas of this Website are restricted from access by You and the Company may further restrict access by You to any areas of this Website, at any time, in its sole and absolute discretion. Any username and password You may have for this Website are confidential and You shall be solely responsible for maintaining the confidentiality and security of such information and shall be fully responsible for all activities which occur under or from use of such Username(s) and password(s) and/or in connection with such use. You further absolutely agree that You will not permit any third party to browse, access or use the Website using Your Username(s) and password.

You further agree and confirm that the Company shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under the User account

Relationship:

You recognise and acknowledge that nothing in these Terms and Conditions should be read as establishing a partnership or joint venture between the User and Tijoree or as making one party in any way liable for the debts and obligations of the other. Additionally, You will not represent Yourself (online or offline) as an agent or representative of Tijoree, nor will you give any assurances that could obligate Tijoree or the Service Provider to take on or be held accountable for, whether directly or indirectly, any obligation and/or responsibility to the User or any third party.

Unpublished Information

The User agrees not to divulge any non-public information that it may acquire or discover on the Website or through the Services, try to utilise it, or use it for its own personal gain. This requirement will exist until the User's activity causes the previously private information to become known to the public. The User agrees to promptly and diligently notify Tijoree and cooperate fully with Tijoree in protecting such information to the extent permitted by applicable law if the User is required to divulge any such non-public information by order of a court or other governmental or legal body (or has knowledge that such an order is being sought).

If it is necessary to provide any Services to the User at the User's request, or if necessary to ensure compliance with applicable law, or if we reasonably believe in good faith that it is necessary to (i) respond to claims made against Tijoree or to comply with legal process, or (ii) for fraud prevention, risk investigation, user support, product development, and de-bugging, Tijoree may access, preserve, and disclose any information about the User.

Disclaimer of Warranties & Limitation of Liability

Tijoree shall have the right to rely on all electronic communications, orders, or messages given to Tijoree through the Service Providers in processing Transactions, including and to the extent that this complies with the Service Providers' processing mechanism, any relevant laws, and the RBI Guidelines. Tijoree is not required to confirm the sender's identity or conduct any research into the authenticity of any communications, orders, or messages.



Tijoree will make every effort to provide uninterrupted and error-free access to the availability of the Services. In such instances, Tijoree shall not be liable for any disruption of any Services. However, access to the application may periodically be suspended or limited to allow for maintenance, repairs, or the introduction of new facilities and Services. We reserve the right to choose when and what will be in software updates, which may be downloaded and installed by a programme automatically at any moment without giving the User a warning.

The Services are made available as-is and as-available. With the exception of the implied warranties of merchantability and fitness for a particular purpose, Tijoree expressly disclaims all warranties, whether express or implied. Tijoree disclaims any assurance for the continuity, punctuality, security, or error-free operation of the Services. To the maximum extent permitted by law, the entire risk arising out of the User's access of and use of the Website and Services, remains with the User.

You expressly understand and agree that in no event the Indemnified Parties (as defined herein below), shall be liable to You or any third party for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, expenses, costs, losses, damages, claims or liabilities (whether such liability is under contract, tort or otherwise), which You may have incurred, suffered and/or sustained arising from or related to these Terms and Conditions and/or the arrangements contemplated herein including but not limited to damages for loss of profits, revenue, earnings, business opportunity, goodwill, use, data or other intangible losses (hereinafter collectively referred to as "**Losses**"), even if the Company has been advised of the possibility of such Losses, arising out of or resulting indirectly or directly from:

- any failure or delay (including without limitation the use of or inability to use the Website or any part thereof); or
- Your use of this Website or any content, material or information thereof (including, but not limited to, Losses resulting from or arising out of Your reliance on the Website); or
- the performance or non-performance by the Company, even if we have been advised of the possibility of damages to such parties or any other party, or any damages to or viruses that may infect Your computer equipment or other property as the result of Your browsing, access or use of the Website or Your downloading of any content from the Website; or
- mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmissions, eavesdropping by third parties, or computer failure or malfunction, or damage to computer, computer viruses, file corruption, communication failure, network or system outage, theft, destruction, unauthorized access to, alteration of, loss of use of any record or data, and any other tangible or intangible loss or any failure of performance of the Website; or
- any agreement entered into between You and any third party (or the negotiations or discussions conducted in anticipation of any such agreement); or
- the termination or suspension of Your username and password by the Company pursuant to these Terms and Conditions, if any; or



- applicable laws, government restrictions, lockdowns, strikes, riots, wars, or sabotage, explosions, any natural disaster, plague, epidemic, pandemic or other outbreak of diseases or illnesses or health hazards or extreme natural events or any other force majeure event, or other condition beyond the Company's reasonable control; or
- any subsequent offline activities arising from or relating to the online activities pursued by You under and / or pursuant to these Terms and Conditions.

Indemnification

Without limiting the generality or effect of the other provisions of these Terms and Conditions, as a condition of use, You hereby agree to defend, indemnify in full and hold harmless to the fullest extent the Company, and their respective promoters, shareholders, employees, directors, officers, agents, and/or their successors and assigns ("**Indemnified Parties**") from and against any and all claims, actions, demands, liabilities, losses, costs demands, causes of action, damages and expenses (including attorney's fees) (hereinafter referred to as "**Claims**") of whatsoever nature and/or wherever made, which may be claimed, incurred, suffered and/or sustained by any of the Indemnified Parties or any third party, in connection with any Claims arising out of or in any way relating to:

- (i) Your actions or inactions, including but not limited to, (a) the non-fulfillment of any of Your obligations under these Terms and Conditions, (b) arising out of Your violation of any applicable laws, rules, regulations, ordinances, guidelines, orders and judgments including but not limited to intellectual property rights, (c) payment of statutory dues and taxes, (d) claims relating to libel, defamation, violation of rights of privacy or publicity, or (e) loss of use and/or accessibility of the Website,
- (ii) Your browsing, access and usage of the Website, and/or engagement in transactions on the Website
- (iii) any passing off or alleged passing off or infringement or alleged infringement of the Company's and any third party's intellectual and/or informational property;
- (iv) breach by the Users, or by any person acting on behalf of the User of any representations, warranties, confirmations, undertakings, covenants, obligations or terms contained in these Terms and Conditions and/or the Privacy Policy or any other policy referred to on the Website; and
- (v) any and all actions, suits, proceeding or claims, relating to the foregoing sub – paras (i) to (iv).

You shall forthwith on demand make payment to the concerned Indemnified Party, within seven days of receipt of a written demand from the Indemnified Party, without any dispute or delay.

You shall not settle any such claim without the written consent of the applicable Indemnified Party.

For the avoidance of doubt, You confirm and warrant that the aforementioned rights and remedies of the Indemnified Parties are without prejudice to the Indemnified Parties' other rights and remedies as stipulated in these Terms and Conditions and also without prejudice to all other rights and



remedies, which the Indemnified Parties may have, including against You, in law or equity or otherwise.

You hereby agree to expressly, absolutely and unconditionally (i) release and discharge the Indemnified Parties from any and all costs, damages, liabilities or other consequences as a result of any actions/inactions of the Company's authorized representatives or other personnel and (ii) waive any claims or demands (whether known or unknown) against the Indemnified Parties that the User may have in this behalf, including under any statute, contract or otherwise.

Conveying

As part of using the Services, User may get emails or text messages from Tijoree with notifications, offers, discounts, and general information in order to provide feedback on User's services. The User is aware that the ability to stop receiving non-service-related communications can be found in the User Account settings or by sending an email to [], and by using the Service, the User expressly agrees to receive such communications. The User shall understand that the Tijoree SMS service is an extra amenity offered for the User's convenience and that it may be subject to error, omission, and/or inaccuracy.

Complaints

We shall forward any general complaints that is received about a User in relation to their use of the Website to the User's registered email address. Within 24 (twenty-four) hours of receiving the complaint as forwarded by Tijoree, the User must reply to it directly and include Tijoree as a recipient in all correspondence. In the event that the User does not reply to the complainant within 24 (twenty-four) hours of the date of Tijoree's email to the User, We reserve the right, in our sole discretion, to choose to give the complainant access to the User's contact information so that they may take legal action against the User.

The User shall be aware that by failing to reply to the forwarded complaint within the allotted 24 (twenty-four) hours, the User is giving Tijoree permission to disclose the User's identity and contact information. Despite what has been said thus far, the User acknowledges and accepts that Tijoree may disclose any information about the User if it determines, in its sole discretion, that such disclosure is necessary in the interest of justice; and Tijoree may withhold or appropriate any settlements owed to the Merchants in order to ensure compliance with applicable laws on the basis of reasonable suspicion.

It is acknowledged that a Transaction is completely between the User and its Customer and that Tijoree makes no promises, warranties, or commitments regarding the User's delivery level. In no way does a User's use of the Tijoree Website imply that Tijoree has endorsed that User. Dispute resolution between Customers, users, and payment participants shall not be the duty of Tijoree.



Suspension and Termination of accessibility

Tijoree reserves the right to suspend or terminate a User's access to any or all of its Services in the event that (a) the User violates these Terms and Conditions; (b) the User engages in or is suspected of engaging in any illegal, fraudulent, or abusive activity; or (c) the User provides any information that is untrue, inaccurate, not current, or incomplete, or Tijoree has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms and Conditions.

If Tijoree notices that the User is engaging in any suspicious or unusual activity on the Tijoree Website, Tijoree may, in its sole discretion, suspend the User's access to the Tijoree Website temporarily or permanently and/or take any other steps necessary to reduce risk, including but not limited to withholding funds or returning funds to the source from which the payment was made.

Governing Law, Jurisdiction and Disputes

Without prejudice to the provisions mentioned below, these Terms and Conditions are subject to the laws of India and any disputes arising out of or in connection with the Terms and Conditions will be subject to the exclusive jurisdiction of the competent courts at Mumbai, India.

In the event of a dispute or claim arising out of or related to the Terms and Conditions, Tijoree and the User acknowledge and agree that: (a) the Transaction logs kept by Tijoree will be the only source of information to verify the accuracy of such Transactions; (b) such logs will be fully binding as evidence for the purposes of adjudicating the said dispute or claim; and (c) the said dispute or claim shall be settled by binding arbitration in accordance with the Arbitration and Conciliation (Amendment) Act, 1996.

You acknowledge that this Website is operated, controlled and administered solely in India. While the Company makes every effort to ensure that the Website operates in a legally compliant manner, You, the User expressly acknowledge and agree that the Company shall not be responsible for complying with the laws of different jurisdictions (other than India) where You are based out of. You specifically waive any rights which are granted to You under any foreign laws and further acknowledge the adequacy and sufficiency of the laws of India to protect inter alia Your privacy rights. The Company makes no representation that the Website is appropriate or available for use outside the Republic of India.

A valid, enforceable provision that most closely matches the intent of the original provision will be deemed to have superseded it in the event that any part of these Terms and Conditions is found to be unlawful, unenforceable, or invalid under applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth herein.



Customer Grievance Redressal

For any enquiry, complaints or concerns, the User can, by writing, contact to the Grievance Officer at the coordinates mentioned below:

1. Grievance Redressal Officer for Technical Issues
Name: Raghav Chaturvedi
Designation: Director
Email: grievances@tijoree.money

2. Grievance Redressal Officer for Commercial Issues
Name: Raghav Chaturvedi
Designation: Director
Email: grievances@tijoree.money

*Last Updated: 24/05/2023

*Please note that this is not exhaustive, and an exhaustive version will be updated on 15/06/2023