

## TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") is a legal agreement between you, the user ("**User**" / "**You**" / "**Your**", which terms shall include the persons that access, use, and/or participate in the Platform in any manner), and Zeo Fin Technology Private Limited (hereinafter referred to as "**We**", "**Us**", "**Company**" or "**Our**"), the owner of website located at <https://jify.co/> ("**Website**") and "**JIFY**" mobile application available on Apple AppStore and Google Play Store ("**App**"). Where the context so requires, the Website and the App shall be collectively referred to as the "**Platform**".

The Company has established a privacy policy available at their Website ("**Privacy Policy**"), that explains to Users how their information is collected and used. The Privacy Policy is referenced below and is hereby incorporated into the Terms and Conditions set forth herein. Your use of the Platform is governed also by the Privacy Policy.

THESE TERMS AND CONDITIONS, READ WITH THE PRIVACY POLICY, ARE AN ELECTRONIC RECORD UNDER THE INFORMATION TECHNOLOGY ACT, 2000, AND THE RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS UNDER VARIOUS INDIAN STATUTES AND IS ENFORCEABLE AGAINST YOU UNDER LAW BY WAY OF YOUR ACCEPTANCE HEREOF. THE COMPANY MAY MODIFY THESE TERMS AND CONDITIONS AND ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE HEREIN AT ITS SOLE DISCRETION FOR COMPLYING WITH THE EXTANT LEGAL AND REGULATORY FRAMEWORK AND FOR OTHER LEGITIMATE BUSINESS PURPOSES, AT ANY TIME, AND THE COMPANY WILL POST THE AMENDED TERMS AND CONDITIONS WITH OR WITHOUT ANY NOTIFICATION TO YOU ON THE PLATFORM. IT IS YOUR RESPONSIBILITY TO REVIEW THE TERMS AND CONDITIONS FOR ANY CHANGES AND YOU ARE ENCOURAGED TO CHECK THE TERMS AND CONDITIONS FREQUENTLY. YOUR USE OF THE PLATFORM FOLLOWING ANY AMENDMENT OF THE TERMS AND CONDITIONS WILL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF ANY REVISED TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS AND CONDITIONS, PLEASE DO NOT USE OR ACCESS THE PLATFORM.

### 1. DEFINITIONS

**"Applicable Law"** means all laws, ordinance, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any governmental authority/court of law having jurisdiction over the relevant matter including any interpretations thereof, in effect.

**"Compensation Entitlement"** shall mean the compensation / salary receivable by the Employee from the Partner Employer for any given month in the financial year, as per the terms of the employment agreement entered into by Employer and the Employee.

**"Employee"** shall mean any person on the pay-roll of the Partner Employer and employed for a wage /salary, as per the terms and conditions of the employment agreement entered into by the Employer and the Employee.

**"Facility Agreement"** shall mean the loan agreement or the terms and conditions between Lending Partner and the User(s) for grant of Finance Facilities. You acknowledge that the

Company may be a party to the Facility Agreement, to the extent the Company is providing its Services in relation to the Finance Facility.

**"Equifax"** shall refer to Equifax India and Equifax Analytics Private Limited.

**"Finance Facilities"** shall mean (a) loan granted by the Lending Partner pursuant to the application by the Users through the Platform; or (b) loans provided by the Lending Partner, subject to the applicable terms and conditions of the Facility Agreement.

**"Jify Card"** shall mean the co-branded pre-paid payment instrument issued to the User by the card issuer in collaboration with the Company.

**"Lending Partner"** shall mean non-banking financial company or banks with whom the Company has collaborated for the provision of Financing Facilities to the Users which would sanction, process and grant the Finance Facility to the Users, through the Platform.

**"User Data"** shall mean any data, information, documents or materials submitted by You with the Company prior to or during the use of the Services.

## **2. ELIGIBILITY**

- 2.1 You must be 18 (eighteen) years of age or older to visit or use the Platform in any manner. By visiting the Platform or accepting these Terms and Conditions, You represent and warrant to the Company that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Platform and agree to and abide by these Terms and Conditions. You also represent and warrant to the Company that You will use the Platform in a manner consistent with any and all Applicable Laws in addition to these Terms and Conditions.
- 2.2 You represent, acknowledge and agree that: (a) all registration information that You submit is truthful, current, complete and accurate, (b) You will maintain the currency, completeness and accuracy of such information, and (c) Your use of the Platform and the Services offered through the Platform do not violate any Applicable Law or regulation applicable either to You, the Platform or the Company. Your User Account may be terminated without warning if We, at Our discretion, believe that You are under the age of 18 (eighteen) or that You are not complying with any Applicable Laws or these Terms and Conditions.

## **3. DESCRIPTION OF SERVICES**

- 3.1 The Platform is an intermediary which connects its Users with financial services providers, including the Lending Partner to avail various financial products and services, including the Finance Facilities (**"Services"**). However, We may at any time modify, alter, amend, increase or decrease the scope of Services.
- 3.2 As a part of the Services, We collaborate with various third-party entities (**"Partner Employers"**) and facilitate provision of Finance Facilities to its Employees. We work with such

Partner Employers and provide its employees access to the Platform through which they can avail the Services offered by us.

- 3.3 The User will have option to avail Finance Facilities through the Platform against their Compensation Entitlement and subject to compliance with the terms and conditions mentioned on the Platform and/or other terms as may be stipulated by the Lending Partner while granting Finance Facility.

#### **4. ACCEPTANCE OF TERMS**

- 4.1 These Terms and Conditions contain provisions that define Your limits, legal rights and obligations with respect to Your use of and participation in the Platform, including advertisements, third party applications and internet links, and all content and Services available through the Platform. These Terms and Conditions shall also govern the financial transactions between the Users of the Platform. The Terms and Conditions described below incorporate the Privacy Policy and apply to all Users of the Platform.

- 4.2 In addition to the Terms and Conditions, which governs Your access and use of the Platform, Your access to, use of, and participation in the Platform is subject to all applicable regulations, guidelines and additional policies that the Company may set forth from time to time, including without limitation, any product specific policy and any other restrictions or limitations that the Company publishes on the Platform (the “**Additional Policies**”). You hereby agree to comply with the Additional Policies and Your obligations thereunder at all times. You hereby acknowledge and agree that if You fail to adhere to any of these Terms and Conditions or the documents referenced herein, including any Additional Policies, the Company, in its sole discretion, may terminate Your User Account at any time without prior notice to You as well as initiate appropriate legal proceedings, if necessary.

#### **5. FINANCIAL FACILITY SERVICES**

- 5.1 You acknowledge and agree that the Finance Facilities are made available to you by the Company in collaboration with Lending Partners. The Finance Facilities provided by the Lending Partners are facilitated by the Company and the Company may, at its sole discretion choose to facilitate the Services availed by you from any of its Lending Partners. The Company reserves the right to change the Lending Partner for provision of any Services availed by you at its sole discretion. The Finance Facilities are granted by the Lending Partner at their sole discretion, subject to the User meeting their relevant eligibility criteria. Provision of any Finance Facility is subject to your acceptance of the terms and conditions specified under the Facility Agreement and payment of relevant charges. The charges may vary depending on the Services availed by You and the applicable charge shall be notified to You at the time of availing the Services.
- 5.2 The Company has been appointed by Lending Partner to accept the application of Users for various Finance Facility. You may make an application on the Platform by providing such information as specified in the application form available on the Platform (“**Application Form**”).

- 5.3 During the Application process, the Platform will need certain User Data to complete the Application Form. We may require the User to upload the User Data on the Application Form or we can obtain such User Data from the relevant Partner Employer. User Data may include personal information including but not limited to Your name, e-mail address, gender, date of birth, mobile number, photograph, employment record with the Partner Employer, mobile phone information including contact numbers, SMS and browsing history, data and login-in credentials of Third Party Platforms, financial information such as bank documents, salary slips, bank statements, PAN card, bank account number, data from credit information companies, data required for Know Your Customer compliances requirement and other relevant details. By accepting these Terms and Conditions, You authorize the Company to obtain necessary User Data from the Partner Employer including through their respective Human Resource Management System portal. You further authorize the Company to share Your Know Your Customer details with other regulated third-party vendors engaged by the Company to provide Third Party Services. You also authorize the Company to get your credit information report from Equifax or any other credit information companies as decided by the Company and/or the Lending Partner from time to time. You agree and acknowledge that the Company and its lending Partners including but not limited to Equifax will capture your consent to pull the credit score when the User shall register on our App using mobile number and OTP. This would serve as the consent of the User to pull their credit score. Post registration the user would login using M-PIN or Biometric login and this would suffice as consent as mentioned above. You agree that the any such User Data shall always be accurate, correct and complete. Collection, storage and use of your User Data shall be governed by the Privacy Policy.
- 5.4 Once You verify and upload the User Data and/or other documents and details in the Application Form, we will process the same. Upon the completion of the document verification by Us, the Finance Facility may be sanctioned by Lending Partner to You, subject to fulfilling the eligibility criteria and other conditions set forth by Lending Partner for sanctioning the Finance Facility. Thereafter, You may be required to fill and upload additional documents as may be required by the Lending Partner for the purpose of granting the Finance Facility. We may collect the physical documents including signatures on those documents required for sanctioning and processing the Finance Facility. Upon the collection of necessary documents and completion of the application process, the Lending Partner and/or the Company may at their discretion provide You the Finance Facility.
- 5.5 The terms and conditions governing Your use of Finance Facility, including the disbursement, repayment, charges and interest shall be as specified under the Facility Agreement.
- 5.6 **Repayment Terms.** While terms of repayment shall be as set out under the Facility Agreement, by accepting these Terms and Conditions you acknowledge and explicitly consent that any amounts due on your Finance Facility may directly be collected by the Company and/or the Lending Partner from Your relevant Partner Employer. Subsequently, the Partner Employer may deduct such due amount from Your Compensation Entitlement. In case the Partner Employer does not make the repayment or makes payment of an amount lesser than the amount due on the Finance Facility availed by You, You hereby authorize the Company to directly collect such due amount from you, including by way of E-NACH mandate provided by You in accordance with the terms of Facility Agreement.

- 5.7 You also acknowledge that any default on Your end in repayment of the amounts may impact your credit score, as per the applicable law and policies of the Third Party Lending Partner.

## **6. LICENSE TO USE**

- 6.1 The Company hereby grants You a non-exclusive, revocable, limited license to use the Platform in the manner and on the terms and conditions as set forth in these Terms and Conditions; provided, however, that (i) You will not copy, distribute, or make derivative works of the Platform in any medium without the Company's prior written consent; (ii) You will not alter or modify any part of the Platform other than as permitted and as may be reasonably necessary to use the Platform for its intended purposes; and (iii) You will at all times act in accordance with the Terms and Conditions and in accordance with all Applicable Laws.

## **7. USER ACCOUNT**

- 7.1 You will need to create a User account ("**User Account**") to visit /view and /or access and avail Services of the Platform. To create User Account, You must submit Your phone number, subsequent to which You will receive a One-Time-Password, using which you can access and avail the Services. However, certain Services may also be provided to you before creating the User Account.
- 7.2 You shall be solely responsible for all activities that occur on Your User Account and You shall notify the Company immediately of any breach of security or any unauthorized use of Your User Account. Similarly, You shall never use another's User Account without the Company's permission. You agree that You will not misrepresent Yourself or represent Yourself as another User of the Platform and/or the Services offered through the Platform.
- 7.3 You hereby expressly acknowledge and agree that You (and not the Company) will be liable for Your losses, damages etc., (whether direct or indirect) caused by an unauthorized use of Your User Account. Notwithstanding the foregoing, You may be liable for the losses of the Company or others due to such unauthorized use and We will not be responsible for misuse of Your User Account by any third party, whether authorized by You or not.

### **7.4 Account Policies:**

You acknowledge and agree that You shall comply with the following policies (the "**Account Policies**"):

- 7.4.1 You shall not use any automated system, including but not limited to, "robots", "spiders", "offline readers", "scrapers" etc., to access the Platform, for any purpose, without the Company's prior written approval.
- 7.4.2 You shall not in any manual or automated manner, collect information, personal or otherwise, of any other User on the Platform including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text or content, or otherwise misuse or misappropriate the Platform's information or content, including but not limited to, use on a "mirrored", competitive, or Third Party

Website, except with the prior written consent of the Company or through a lawful and valid communication with such other User through any valid communication channel provided on the Platform.

- 7.4.3 You shall not take any action that (i) unreasonably encumbers or, in the Company's sole view, may unreasonably encumber the Platform's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Platform or any third-party participation on the Platform; or (iii) bypasses the Company's measures that are used to prevent or restrict access to the Platform.
- 7.4.4 You shall not frame or hotlink or deep link any contents from the Platform.
- 7.4.5 You agree neither to collect or harvest any personally identifiable data, including without limitation, names or other User Account information, from the Platform, nor to use the communication systems provided by the Platform for any use other than as intended under the Platform and in accordance with the Privacy Policy.

## **8. RIGHTS OF THE COMPANY AND OBLIGATIONS OF THE USER**

- 8.1 In allowing You to use the Platform in the manner intended herein, the Company shall have the following rights and You, as the User, shall have the corresponding obligations. The following list provided hereunder is illustrative in nature and shall be read in conjunction with, and not in derogation of, with the other rights of the Company and Your obligations, provided elsewhere in these Terms and Conditions or any documents referenced herein.

- 8.1.1 Verify the credentials of the User at the time of creation of a User Account, in a manner the Company deems fit;
- 8.1.2 Store the trail of logins/logouts from the Platform so that an audit trail can be maintained for the purposes of security and compliance with Applicable Laws and these Terms and Conditions;
- 8.1.3 Allow or disallow registration or creation, use or access of User Account of any User on the Platform, at its sole discretion, with or without cause and make such rules as may be required or deemed fit for the use of the Platform or Services in the event of disallowing or discontinuation of use or access of the User Account;
- 8.1.4 Categorize, classify or sort the different Users of the Platform in such manner as it deems fit in order to advertise, market or brand the Services provided under or through the Platform.
- 8.1.5 Provide, disclose or transfer such information and documents to any third parties including service providers, to provide their services through the Platform;
- 8.1.6 Aggregate such data available on the Platform, including but not limited to information, documents, resumes, bio-data, web-crawling, master file or any other aggregated data set of skills, trends, domain knowledge or User preferences for use of the same by the Company for any lawful purpose whatsoever;
- 8.1.7 Verify the credentials of the Users from time to time to authenticate or verify the User's credentials and prevent impersonation or misuse of the User Account or the Platform. In the event of non-verification or invalidation of emails, credentials as provided in this clause, the Company will be entitled to take such corrective action as may be required to allow or disallow continued use of Platform or any part thereof;
- 8.1.8 Set up payment systems to enable transactions on the Platform;

- 8.1.9 Process, aggregate, analyze, benchmark, share, transfer or use the data in such manner as it deems fit;
- 8.1.10 Undertake such actions as may be required with respect to monitoring, maintaining, operating the payment systems within the Platform including sending of invoices and bills on behalf of the Users who have provided Services under or through the Platform; and/or
- 8.1.11 Such other rights as may be required to control the use, misuse or abuse of the Platform in any manner or in order to comply with, of avoid non-compliance of, these Terms and Conditions, Privacy Policy and Applicable Laws.
- 8.1.12 User undertakes to notify the Company, about the offering or receiving any products or services, which are illegal or offensive or prohibited under or not in compliance with Applicable Laws, rules and regulations prescribed by any regulatory authorities. User agrees and understands that Company reserves the right to terminate the access of User who is directly or indirectly receiving any services, which do not conform to Applicable Laws and regulations in force from time to time. User agrees to indemnify the Company against any claims, damages, litigation, loss caused due to non-compliance of this clause.

## **9. TERMS RELATED TO PAYMENTS**

- 9.1 User acknowledges and agrees that all payments made by Users on the Platform are facilitated by payment gateways and/or banks through the Platform ("**Payment Service Providers**") and that all payments to be made for the Services obtained under or through the Platform shall be made through such Payment Service Provider.
- 9.2 Any User using the services of the Payment Service Provider on the Platform to make or receive the payments shall be subject to the terms, conditions and policies (including but not limited to terms of use and privacy policy) of the Payment Service Provider and Applicable Law.

### **9.3 Taxes and Regulatory Compliance**

You understand and agree that You are solely responsible for determining Your own tax reporting requirements in consultation with tax advisors, and that We cannot and do not offer tax advice to any User. You acknowledge and agree that the Company shall not be responsible or liable in any manner in relation to tax liability of a User for receipt of any income and gains from Services provided through the Platform.

While the Platform may contain features to facilitate regulatory filings by the User, all regulatory filings and compliance with Applicable Law shall remain the responsibility of the User. The Company shall not be responsible towards the User or any third party, including governmental authorities for failure of the User to comply with Applicable Law.

## **10. THIRD-PARTY SERVICES**

- 10.1 The Platform shall provide information regarding third party website(s), affiliates or business partners and/ or contain links to their websites; and at times connect or redirect You to

websites, apps, services and resources owned or controlled by third parties ("**Third Party Websites**"). However, the Company does not control or monitor such Third-Party Websites. Further, the Platform facilitates third parties to offer their services through the Platform ("**Third Party Services**"). Third Party Services on the Platform include without limitation payment processors, intermediary bank, credit rating agencies, KYC participants and other third parties with which the Company has partnered to provide Services on the Platform.

- 10.2 The Company has entered into agreements with certain third-party service providers which facilitate the transactions on the Platform. The Company merely acts as an intermediary and allows the User to avail such Third Party Services. Third Party Services (including but not limited to that of the Lending Partner) are governed by the respective terms of the relevant third party service-providers. We suggest that You read the terms of use and privacy policies (if any) of those Third-Party Websites (including but not limited to the website/platform of the Lending Partner). You agree not to hold the Company responsible for any harm that may arise based on Your access to or use of any Third-Party Services or Third Party Websites. The Users agree that the information and links present in the Platform may not be owned by the Company.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 User acknowledges and agrees that the Company owns all legal right, title and interest in and to the Platform, including any all patents, designs and drawings, trademarks, service marks, logos, domain names and utility models, copyrights, inventions, brand names and business names and any similar rights and the benefit (subject to the burden) of any of the foregoing (including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world) which subsist in the Platform (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 11.2 User further acknowledges that the Services may contain information which is designated confidential by the Company and that User shall not disclose such information without the Company's prior written consent. Unless User has agreed otherwise in writing with the Company, nothing in these Terms and Conditions gives the User a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

## **12. YOUR REPRESENTATIONS AND WARRANTIES**

You hereby represent, warrant, covenant and certify that: (a) You are a bonafide User (b) You have the authority to enter into these Terms and Conditions, (c) You agree to be bound by all terms and conditions of these Terms and Conditions and any other documents incorporated by reference herein and Applicable Law; and (d) You are not bound by any existing or past contracts or arrangement which would conflict with Your use, access and provisioning or obtaining of Services through the Platform and in the event any such conflict would hold the Company and its directors, officers, managers, members, employees, attorneys, agents, and successors in rights from any claims, demands, liabilities and damages (actual and consequential) arising due to such conflict.



### **13. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE PLATFORM SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS PLATFORM, THE SERVICES OFFERED ON OR THROUGH THE PLATFORM. ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS PLATFORM IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" AND "WHERE IS" BASIS WITH NO WARRANTY, EXPRESS OR IMPLIED.

THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE PLATFORM, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN

### **14. LIMITATIONS OF LIABILITY**

- 14.1 IN NO EVENT SHALL THE COMPANY, AFFILIATES OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE).
- 14.2 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, OR ANY OF THE ABOVE-REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO THE PLATFORM, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE COMPANY BY YOU WITH RESPECT TO THE SERVICE UNDER WHICH SUCH LIABILITY AROSE.

### **15. INDEMNIFICATION AND RELEASE**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, SUPPLIERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE PLATFORM; YOUR VIOLATION OF ANY PROVISION OF THE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR BREACH OF YOUR EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE PLATFORM.

### **16. MODIFICATIONS TO OR TERMINATION OF PLATFORM**

#### **16.1 Modification or Cessation of Platform**

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice and in its sole discretion. You agree that the Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Services offered by the Company.

## **16.2 Termination by Company**

User hereby acknowledge and agree that the Company, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate User Account, block User's email or IP address, cancel the Platform or otherwise terminate User's access to or participation in the use of the Platform (or any part thereof), immediately and without notice, for any reason, including without limitation, User Account inactivity or if the Company believes or has reason to believe that the User has violated any provision of the Terms and Conditions.

## **16.3 Effect of Termination**

Upon termination of the User Account, User's right to participate in the Platform, including, but not limited to, User's right to receive any rental shall automatically terminate. In the event of termination, the User Account will be disabled and the User may not be granted access to the User Account or any files or other data contained in User Account. Notwithstanding the foregoing, residual data may remain in the Company's system. Upon termination of Service, User's access to the Platform shall be immediately revoked. The provisions of these Terms and Conditions which by their very nature are intended to survive termination, shall survive expiration or termination of the Platform or User Account.

## **17. MISCELLANEOUS**

### **17.1 Governing Law and Jurisdiction**

The Terms and Conditions shall be governed in all respects by the laws of India and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in Delhi, India.

### **17.2 Advertisements**

The Company may display advertisements and promotions on the Platform. The manner, mode and extent of advertising by the Company on the Platform are subject to change and the appearance of advertisements on the Platform does not imply endorsement by the Company of any advertised products or services. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred by You as a result of any such dealings or as the result of the presence of such advertisers on the Platform.

### **17.3 Assignment**

The Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

#### **17.4 No Agency or Partnership**

No agency, partnership, joint venture, or employment is created as a result of the Terms and Conditions or Your use of any part of the Platform, including without limitation, the contract between the Users. You do not have any authority whatsoever to bind the Company in any respect. All Users are independent contractors and are neither employees nor contract labour of the Company. Neither the Company nor any Users of the Platform may direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the other.

#### **17.5 Force Majeure**

Neither the Company nor You shall be liable to the other for any delay or failure in performance under the Terms and Conditions, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

#### **17.6 Consent for Receipt of Phone Calls, SMSs and/or E-mails**

It is further clarified that Your registration on the Platform shall be deemed to be Your consent to be contacted for the purposes mentioned above, (i) on the mobile number shared by You and (ii) by way of SMS or email notifications or messages in any other electronic form.

#### **17.7 No Third-party Beneficiaries**

You agree that, except as otherwise expressly provided in the Terms and Conditions, there shall be no third-party beneficiaries to the Terms and Conditions.

#### **17.8 Notice**

You agree that the Company may provide You with notices, including those regarding changes to the Terms and Conditions, by email, regular mail, or notifications on the Platform.

#### **17.9 Entire Agreement**

The Terms and Conditions, together with the Privacy Policy and any other legal notices or Additional Policies published by the Company on the Platform, shall constitute the entire agreement between You and the Company concerning the Platform.

#### **17.10 Severability**

If any provision of the Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

#### **17.11 No Waiver**

No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

#### **17.12 Statute of Limitations**

You agree that any cause of action arising out of or related to the Platform must commence within one year after the cause of action arises. Otherwise, such cause of action is permanently barred.

#### **17.13 Questions and Grievances**

All queries or concerns with respect to this Terms and Conditions and/or the Platform should be directed to the Company's officer mentioned below:

Name: Anusha Ramakrishnan

Email Id: Anusha@jify.co