

## TERMS OF USE

Welcome to the website of **Censor Black Private Limited** (<https://www.equidei.com>) (“**Website**”). This Platform is operated and managed by **Censor Black Private Limited**, (CIN: U74999TG2021PTC152491), a private limited company, duly established in accordance with the Companies Act, 2013 and having its principal place of business at 8-2-644/1/205 F.No. 205, Hiline Complex, Road No. 12, Banjara Hills Hyderabad, Telanagana-500034 (hereinafter referred to as “**Company**”, “**We**”, “**Us**”, “**Ours**”). These terms of use (“**Term of Use**” or “**TOU**”) constitutes a legally binding agreement made between the user (whether registered or browsing the Platform), whether personally or on behalf of another person (hereinafter referred to as “**User**”, “**You**”, “**Your**”, and “**Yourself**”, irrespective whether You are a Registered User (*as defined hereinafter*) or a Non-Registered User (*as defined hereinafter*)) and Us, concerning Your access and/or use of the Website as well as any other media form, media channel, mobile website or mobile application related to connected with the application (collectively referred to as “**Platform**”).

The Website provides a platform to its Registered Users to enrol on the Platform and avail the facility of the Services by the Platform. The Platform provides the following key services (hereinafter referred to as “**Services**” or “**Company Services**”) to the users:

- (i) The Registered Users can, post KYC verifications, provide details of requirement for debt or financial facility. The Registered User hereby authorises the Company to provide the details submitted by the Registered User on the Platform to individuals or private offices, funds, NBFCs or financial platforms etc. (“**Potential Investor**”) for the purpose of sourcing of transaction.
- (ii) The Registered User has the facility for completion of the KYC and onboarding requirements of the Platform.
- (iii) Post successful onboarding, the Registered User can upload the details of a transaction on the general information decks, which is accessible only to the respective Registered User.
- (iv) The Platform facilitates listing on the Platform of the details of the Registered User together with the details for a Transaction.
- (v) Providing service for facilitating the verification of the KYC details of the Registered User through third-party vendors.
- (vi) Providing service for undertaking valuation of the Assets under the Transaction through third-party vendors.
- (vii) Display of details of listed MSME and the Transaction.

Kindly note that supplemental terms and conditions or documents or policies that may be posted on the Platform, from time to time, (“**Supplements**”) are hereby expressly incorporated in this Terms of Use by reference and based on Your selection of Services such supplemental terms and conditions shall be applicable.

The use of the Platform is subject to the applicable laws in India. Company reserves the right to restrict the access to the Platform or any Services to any user in order to comply with the regulatory requirements.

COMPANY MAKES NO REPRESENTATION THAT THE PLATFORM IS APPROPRIATE OR AVAILABLE IN OTHER LOCATIONS OTHER THAN WHERE IT IS OPERATED BY THE COMPANY. THE INFORMATION PROVIDED ON THE PLATFORM IS NOT INTENDED FOR DISTRIBUTION TO OR USE BY ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT COMPANY TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY. ACCORDINGLY, THOSE PERSONS WHO CHOOSE TO ACCESS THE WEBSITE OR PLATFORM FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE. INFORMATION CONTAINED ON THE WEBSITE OR PLATFORM ARE SOLELY FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS THE COMPANY'S RECOMMENDATION. THE DISTRIBUTION OF INFORMATION SHALL IN NO WAY BE DEEMED OR CONSTRUED AS PUBLIC OFFER OR AN ENDORSEMENT OF ANY LISTED USER BY THE PLATFORM. ALL USERS ARE ADVISED TO OBTAIN APPROPRIATE LEGAL ADVICE REQUIRED FOR AVAILING THE SERVICES. AS PART OF THE SERVICES, THE REGISTERED USERS MAY BE REQUIRED TO ENTER INTO ARRANGEMENTS WITH THE POTENTIAL INVESTORS AND ANY DECISION BY THE REGISTERED USER TO PROCEED WITH A TRANSACTION IS AT ITS SOLE DISCRETION. NOTHING CONTAINED IN THIS AGREEMENT SHALL DEEM THAT THE PLATFORM IS RECOMMENDING A REGISTERED USER TO ANY PERSON OR THAT THE PLATFORM IS ENDORSING ANY TRANSACTION. REGISTERED USERS AND POTENTIAL INVESTORS ARE ADVISED TO EXERCISE CAUTION AND ANY DECISION TO ENTER INTO A TRANSACTION IS AT THEIR SOLE DISCRETION AND SUBJECT TO THE RISKS ASSOCIATED WITH SUCH TRANSACTION. WE ADVISE ALL OUR USERS TO EXERCISE CAUTION WHILE AVAILING THE SERVICES. THE COMPANY IS ONLY A FACILITATOR FOR PROVIDING THE SERVICES AND PORTRAYING THE REQUIREMENTS OF THE REGISTERED USERS TO AVAIL THE FINANCING FACILITY AND THE COMPANY IS NOT LIABLE FOR THE SAME. THE COMPANY SHALL NOT BE LIABLE IN ANY EVENT IF THE registered user DOES NOT FIND THE POTENTIAL INVESTOR WHO SHALL ENTER INTO THE TRANSACTION. THE PLATFORM DOES NOT GUARANTEE THE SUCCESS OF A TRANSACTION. THE PLATFORM IS MERELY A SERVICE PROVIDER WHO IS FACILITATING THE SERVICES THROUGH THE APPLICATION. THE COMPANY SHALL BE ENTITLED TO MODIFY OR DISCONTINUE ANY SERVICE OWING TO ANY CHANGE IN REGULATORY REQUIREMENTS OR APPLICABLE LAWS AND THE COMPANY IS NOT LIABLE TO ANY PARTY FOR ANY LOSS SUFFERED FROM SUCH MODIFICATIONS OR DISCONTINUATION. ALL USERS ARE ADVISED TO TAKE

NOTE THAT THE PLATFORM IS ONLY AN TECH-BASED SERVICE PROVIDER AND WE SHOULD NOT BE CONSTRUED AS AN EXCHANGE UNDER SEBI REGULATIONS OR FINANCER UNDER APPLICABLE LAWS.

BEFORE YOU PUT A CHECKMARK AT THE “I AGREE” WITH THE TERMS OF USE AND PRIVACY POLICY” BUTTON AND PRESS “NEXT”, PLEASE CAREFULLY READ THE TERMS OF USE, THE PRIVACY POLICY, THE APPLICABLE SUPPLIMENTS AND OTHER POLICIES (COLLECTIVELY REFERRED TO AS “AGREEMENT”), AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I AGREE” WITH THE TERMS OF USE AND PRIVACY POLICY AND “NEXT” BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE AGREEMENT, AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE “CANCEL” BUTTON AND YOU WILL NOT BECOME A PARTY TO THE AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THE COMPANY SHALL BE ENTITLED TO DEBY ACCESSTO USE THE PLATOFRM AND/OR THE COMPANY SERVICES. NOTWITHSTANDING, THE ACCESS OF OR USE OF THE PLATFORM SHALL MEAN AN IMPLIED ACCEPTANCE OF THE TERMS OF USE AND PRIVACY POLICY OF THE PLATFORM. THE CONTENTS OF THIS TERMS OF USE AND PRIVACY POLICY ARE THE PROPRIETARY INFORMATION OF THE COMPANY. ALL DETAILS AND INFORMATION ARE ON AS-IS BASIS AND NO WARRANTY (EXPRESS OR IMPLIED) IS MADE BY THE COMPANY ON THE PLATFORM INCLUDING ITS ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANTY UNINTERRUPTED USAGE OR ACCESS TO THE PLATFORM AND WE RESERVE OUR RIGHTS TO MODIFY OR REMOVE THE ACCESS TO ALL OR PART OF THE PLATFORM AND THE SERVICES. THE COMPANY USES THE SERVICES OF VARIOUS THIRD-PARTY SERVICE PROVIDERS AND PARTNERS FOR FACILITATING THE SERVICES AND IN THIS REGARD, THE COMPANY CANNOT ASSURE OR GUARANTEE THE OUTCOME OF THE SERVICE OR AN UNINTERRUPTED SERVICE.

By accessing the Website or using the Company Services, You represent and warrant that:

- a) You’ve read, understood, and accept this Agreement and any additional documents or policies referred to in or incorporated into these Agreement, whether You are participating as a guest or as a registered user;
- b) You are competent and of legal capacity to accept the terms and conditions of the Agreement;
- c) If this Agreement has materially changed since You last accessed or used the Company Services, You acknowledge and agree that Your continued access or use of the Company Services constitutes Your acceptance of the changed Terms of Use, Privacy Policy, Supplements or any other terms and conditions and Policies;

- d) You consent to receive communications from us electronically, and You agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.
- e) You have the absolute legal power and authority to enter into this Agreement and that, if the ultimate User is an entity, this Agreement is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement.

## **1. ACCESS TO PLATFORM AND USER REGISTRATION**

We grant You permission to access Website, Platform and use the Company Services subject to the terms, conditions and restrictions set out in the Agreement. Further, it is a condition of Your use of the Company Services that the information You provide is correct, current, accurate and complete. Your use of the Company Services is at Your own risk, including the risk that You may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. You are responsible for making all arrangements necessary for You to have access to the Services. We may close Your account, suspend Your ability to use certain portions of the Services, and/or ban You altogether from the Company Services for any reason including any breach by You of the terms of this Agreement, and without notice or liability of any kind.

For the purpose of visiting or browsing the Platform, You will not be required to register and open an account with Us (“**Unregistered User**”), however, for the purposes of viewing certain types of information, availing the Services of the Company and/or transacting with the third-party service providers through the Platform, You shall be required to register and open a user account on our Platform and/or complete the verification process prescribed by the Company, in accordance with the procedure established by the Company in this regard (“**Registered User/ MSME**”). At present, only micro, small and medium enterprises (MSME) are entitled to be a registered user of the Platform. The Company may modify the eligibility criteria on need basis and as per its business requirements. It is clarified those certain features of Platform and Company Services are only available to the Registered User and not to the Unregistered User and further, certain services will be applicable only to those users who have completed their verification process. As part of the registration process, Company will collect Personal Information (as defined under Privacy Policy) from You, and You hereby consent to provide the same to the Platform. Some of the main requirements for registration has been provided below:

### **A. Requirements for registration by Registered User:**

1. A user of the Platform, who wish to avail the Services must register themselves with the Platform, create an account and complete the verifications process. Persons under the age of 18 or who are incapacitated from entering into a contract are not permitted to represent the MSME and register on Platform or use Services directly. As part of the verification process, the

Registered User will be required to provide some details for KYC verifications including but not limited to the Aadhar and Permanent Account Number (PAN) of the promoters, incorporation details of the MSME, GSTIN and PAN of the MSME and such other details as sought by the Platform. Company reserves the right to update or modify these requirements as per the service offerings. The Platform shall also seek the details of the Registered MSME to the extent of Corporate Identification Number, License Number /PAN Number along with the images of such documents, GST number, tax returns, financials, Udhayam registration details, bank Details (account number, IFSC code, account type and bank name, etc) and bank statement image (as applicable to the nature of entity the Registered MSME is).

**B. Conditions for registration and post-registration requirements:**

- (a) Company has the right to seek for know your customer (KYC) verification and background verification of the Registered MSME. This verification will be done by a third party and to this effect, You hereby provide the consent to the Company to share and process the information with such third-party service providers. The usage and processing of these information shall be subject to the Privacy Policy of the Platform. To avail certain Services, the MSME may be subject to a limited verification process and required to provide details as per the diligence specifications informed by the Platform. The users hereby agree and consent to such verifications being conducted by the Company, either by itself or through third-party entities. The Registered User will be required to upload the certified copies of the relevant documents, in the format specified. In addition, the MSME agrees to enter into an engagement letter with the Platform which shall capture the detailed terms of the Services, which shall be executed electronically. The Platform may use face verification for registration or access purposes.
- (b) Company shall, with the help of a third-party service provider, will generate an one-time password to the mobile number provided on the Platform by the MSME for completion of verification process. The Registered User authorises the Company to transfer, process and store the data with third-party service provider or by itself for completion of verification. Upon completion of verification of the documents uploaded, the Platform will reflect that the details are verified. In the event if it comes to the attention or knowledge of the Platform, at any time, that the details or documents provided with the Platform are incorrect or falsified or forged, then the Platform shall have the right to deny access to the account and Services with immediate effect and initiate appropriate legal recourse against the Registered User.
- (c) The Registered User hereby grants consent to the Company to use the information provided by it and process such information to generate a report on the Registered User. The Registered User further grants consent to the Company to provide such report with any Potential Investor.
- (d) Upon completion of the verification process, the Registered User has the right to upload details of an asset along with its valuation (“Asset”) on the

dashboard and provide the details of the requirements for the financing facility (“**Transaction**”). The Company shall also have the right to seek the Asset details of the MSME including but limited to purchase bill, tax invoice, insurance documents, fixed asset register (optional), previous valuation report of the Asset (optional), details of the pending charges (optional), Asset invoices and technical specification in relation to the Assets and such other details as shall be required. The Registered User hereby authorises the Company to collect, store, process and handle the data either by itself or through third-party service provider to render the Services. The Company shall cause any other third party, as it deems fit, to conduct the diligence over the documents shared by the MSME w.r.t the Assets and the Company shall create a report on the Asset. The Registered User acknowledges that: (i) such report generated is the property of the Platform; (ii) report generated does not imply any endorsement of a Registered User by the Platform; (iii) it shall provide only correct and accurate details since the report would vary which may impact the Services rendered. The MSME agrees to enter into a term sheet with the details of the Transaction. The Registered User agrees and acknowledges that once the term sheet is executed, it shall not be entitled to change the terms of the Transaction.

- (e) On the request of the MSME, the Company shall generate a creditworthiness report (“**Report**”) from the details generated by the third parties w.r.t the KYC details and the Asset details. The MSME shall pay the prescribed amount on the Platform through the payment gateway facilitated on the Platform as non-refundable service fee as part of the Services and for the generation of such Report. The MSME hereby agrees and acknowledges that the Report shall be the property of the Platform, and nothing contained herein shall deem to grant any rights on the Report in favour of the MSME. The MSME acknowledges that the Report is generated through fixed algorithm and the Platform does not endorse any Registered User.
- (f) The MSME agrees to enter into a term sheet or engagement letter with the Platform which shall capture the detailed terms of the Services and the service fees payable. The MSME agrees and acknowledges that the Services shall be dependent upon it paying the service fees and in case of any failure to make the payments, the Platform shall be entitled to suspend or terminate the Services or initiate appropriate legal recourse for the same. It is hereby clarified that the MSME shall not have access to such Report generated by the Company. The Platform shall be in no ways liable in the event the Potential Investor does not enter into the Transaction.
- (g) The Report generated will provide the MSME the visibility on the eligibility for financing facility. Registered User acknowledges that the Report is based on specific parameters generated through third-party service providers relying solely on details shared by the MSME and Platform does not assure on the outcome. The Platform may facilitate a Transaction through single or multiple Potential Investors.
- (h) The Platform will only refer the Potential Investor to the MSME and is not guaranteeing the outcome of the Transaction. The Registered User agrees and

acknowledges that the user may be required to enter into separate transaction documents with the Potential Investor(s) on terms and conditions agreed with them. The MSME agrees to enter into such transaction documents. As part of the Services, the Platform on instructions of the Potential Investors will provide facility for signing of the documents through the platform and You agree to execute the transaction documents on the terms stated therein. You acknowledge that the Platform is only providing a facility and does not stipulate the terms of the Transaction, which terms are solely decided between You and the Potential Investors. The Platform may, for each Transaction make visible the details of the repayment including account information, on the dashboard of the Registered User.

- (i) A registered id can only be utilized by the authorised User (“**User ID**”) whose details have been provided and Company does not permit multiple persons to share a single User ID.
  - (j) You agree and acknowledge that You would (i) create only 1 (one) account (“**Your Account**”); (ii) provide accurate, truthful, current and complete information when creating Your Account and in all Your dealings through Platform; (iii) maintain and promptly update Your Account information; (iv) maintain the security of Your Account by not sharing Your password with others and restricting access to Your Account and Your electronic equipment through which You access to Your Account; (v) promptly notify the Company if You discover or otherwise suspect any security breaches relating to the Platform; and (vi) take responsibility for all the activities that occur under Your Account and accept all risk of unauthorized access. You hereby authorise the Platform to collect, store, use, process and transfer the data to third-party for the purpose of rendering the various Services.
- C. The Platform uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by Company for the technical administration of the App/ Website, research, and development, and for user administration. The Company does not store personally identifiable information in the cookies.
- D. The Company, at its sole discretion, reserves the right to permanently or temporarily suspend Your Account and/or access to the Platform, to bar Your use and access of the Platform, at any time while Company investigates complaints or alleged violations of the Agreement, or for any other reason.

## **2. FEATURES OF PLATFORM**

- A. Subject to this Agreement and the Supplements, the Platform provides following key features (however subject to change of Company at its sole discretion) to the Registered User based on the Company Services as selected by a user:
- (a) General information decks on Transaction of the MSME and their eligibility.
  - (b) Verification and generation of Report on the MSME.

- (c) Rendering services to support the MSME in execution of the transaction documents with the Potential Investors.
  - (d) Such other services or features introduced from time to time.
- B. In case of a Non-Registered User, they will only be permitted to avail the KYC verification and any further Services shall be available only upon completion of the Service requirements.
- C. **Email facility:**

We have the facility wherein the MSME shall send their queries or concerns to this mail ID: [axia@equidei.com](mailto:axia@equidei.com). We may take minimum of 24 hours to revert to the same.
- D. Other features of Platform would be subject to the Supplements as relevant and applicable to a particular category of the Company Services selected by You.

### **3. OTHER TERMS TO USER**

- (a) Your profile and access of the Website is subject to the Privacy Policy of the Company, as may be updated from time to time.
- (b) Any information provided as part of the transaction obtained from use of the Services by You becomes part of Your record with the Company. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. Any updation must be with permission from the Platform. Company reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by You for Company's record or for the Services. Please make sure You provide a valid email-id and update it as and when needed.
- (c) For additional information regarding use of information about You, please refer to the Privacy Policy.
- (d) The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify Company of any actual or suspected unauthorized use of the Users' account or password.
- (e) If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company shall have the right to suspend or terminate such account at its sole discretion and/or initiate legal processes against the user.



- (f) By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and by the other partners of the Company and You further consent to receive emails and messages (SMS) notifications and information at any time from Us and from the other partners of the Company (such as payment gateways, Partner Entity etc.) for the full access and enjoyment of the Services. The payment gateway shall be used for the purpose of successful completion of payments. Payments shall be subject to the policies of the payment gateway. You consent to abide by the terms of the third-party service providers on the Platform. You further consent for the Company to share your details including Personal Information to such third-party service providers as per terms of our Privacy Policy.

#### **4. THIRD PARTY WEBSITE AND CONTENT**

- (a) Our Platform or Website may contain (or subject to Your category of user, You may be sent through the Platform or the Company Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Website or any Third-Party Content does not imply approval or endorsement thereof by Us. If You decide to leave Platform and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk and You should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which You navigate from the Website or relating to any applications You use or install from the Website. Any purchases You make through Third Party Websites will be through other websites and from other companies, and Company takes no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party.

#### **5. LIABILITY**

- (a) Company shall not be responsible or liable in any manner to the user including for any actions of other registered user(s) or partners of the Company (including payment gateways and partner entity) (collectively referred to as the "Other Registered User(s)") or for any losses, damage, injuries or expenses incurred by users as a result of any actions of the Other Registered Users. If the Other Registered User(s) had revoked consent under the terms of the Privacy Policy, then Company shall not be

responsible or liable in any manner to the Users or Other Registered User(s) for any losses, damage, injuries or expenses incurred by the Users or Other Registered User(s) as a result of any disclosures made by Company prior to its actual receipt of such revocation.

- (b) You and Other Registered User(s) shall not hold the Company responsible or liable in any way for any disclosures by Company under any applicable laws, including without limitation under the relevant provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“SPI Rules”) or any similar laws.
- (c) The Services provided by the Company or any of its licensors or providers or Other Registered User(s) is/are provided ‘as is’, as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Company does not provide or make any representations, warranties, or guarantees, express or implied about the Platform or the Company Services. Company verifies however is not accountable for any content or information provided by the Other Registered User(s) on the Platform and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Registered User(s)’ use or reliance upon the Website, the Services, the Content, Third Party Contents, representations and warranties made by the Other Registered User(s) on the Website or any loss arising out of the manner in which the Services have been rendered. Company shall not be responsible for any error or in any of the services being provided by the Other Registered User(s). Without limiting the generality of foregoing, Company shall not be made liable or responsible or accountable for, including without limitation, any delay, default, failure, improper services / deficiency in services provided by the Other Registered User(s) and/or for, including without limitation, any injury, sickness, accident, mishap, discomfort, death, loss or damage of any kind whatsoever which may arise due to any act of negligence, deficiency or default or deficiency in services by such Other Registered User(s).
- (d) Users accept and acknowledge that Company does not provide any representation or give any guarantee or warranty (whether express or implied, or whether arising by virtue of a statute or otherwise in law or from a course of dealing or usage or trade) in relation to the services made available on its app / Website by Other Registered User(s), including any guarantee or warrantee that such services (i) are merchantable; (ii) fit for the purpose of which they are to be (or have been) availed; (iii) have accurate description; (iv) do not cause any infringement; and (v) that the Other Registered User(s) have legal capacity to provide the services being offered by them on the app / Website. Company also does not provide any representation or give any guarantee or warranty (whether express or implied) about the Website or any of the Services offered or services offered or provided by the Other Registered User(s).
- (e) You and the Other Registered User(s) further accept and acknowledge that Company only verifies but is not accountable for any content or information provided by either the Users or the Other Registered User(s) or obtained from the Users or the Other Registered User(s), and to fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Registered User’s(s’) or Your use or reliance upon the

Company Services, Content, Third Party Content, representations and warranties made by the Other Registered User(s) on the Platform or their platform, or any opinion or suggestion given or expressed by (i) Company or (ii) any Other Registered User(s) in relation to any Services provided by Company or by such Other Registered User(s), respectively.

- (f) Company assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Registered User's(s') equipment on account of the Other Registered User(s)' access to, use of, or browsing the app/ Website or the downloading of any material, data, text, images, video content, or audio content from the Platform. If any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Platform.
- (g) The listing of Other Registered User(s) on the Platform is based on numerous factors including the consent that they have given. In no event shall the Protected Entities (as defined herein below) be liable or responsible for the listing order of Other Registered User(s) on the app/ Website.
- (h) To the maximum extent permitted by applicable law(s), Company, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("Protected Entities"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (i) the use of, or the inability to use, Platform or the content, materials and functions related thereto; (ii) User's provision of information via Platform; even if such Protected Entity has been advised of the possibility of such damages.
- (i) Notwithstanding anything to the contrary, the total extent of liability of the Company (including under tort) shall not exceed the total service fee levied by the Company for the Services from the said user.
- (j) In no event the Protected Entities shall be held liable for the losses attributable to any decision made by the User for availing any Service or entering into a Transaction.
- (k) The Users acknowledge that the Protected Entities merely act in the capacity of a platform for facilitation of the Services. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.
- (l) In no event shall the total aggregate liability of the Protected Entities to any Other Registered User(s) for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, or strict liability) arising from these Terms of Use or any Other Registered User's(s') use of Platform exceed an aggregate amount of fee received from the User for an order or the fees paid to such other Registered User under the arrangement with them. The Company accepts no liability for any errors or omissions on behalf of the Other Registered User(s).
- (m) IN NO EVENT SHALL COMPANY OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF PLATFORM OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **6. INDEMNITY**

You agree to defend, indemnify and hold harmless the Protected Entities, independent contractors, service providers, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Your access to or use of Platform or Services; (b) Your violation of these the Agreement or any applicable law(s); (c) Your violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Your conduct in connection with Platform.

## **7. PRIVACY POLICY**

- (a) We may collect or process any relevant and necessary information pertaining to Your visit of the Platform and using the Company Service. We care about the privacy of our users. Please review the Company's Privacy Policy. By using the Platform or Company Services, You are consenting the Privacy Policy and consenting to have Your personal data transferred to and processed by the Company or its Other Registered User or Unregistered Users. By using the Platform or the Company Services, You are consenting to the terms of our Privacy Policy. The consent and procedure for such collection and submission of information about the User is provided in the Privacy Policy.
- (b) Company may disclose or transfer User Information (as defined in the Privacy Policy) to its third-party service providers in accordance with the Privacy Policy, and You hereby consent to such transfer.

## **8. MODIFICATION OF PLATFORM**

Company reserves the right to modify or discontinue, temporarily or permanently, the Platform any features or portions thereof without prior notice. You hereby agree that Company will not be liable for any modification, suspension or discontinuance of the Platform or any other part thereof.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- (a) The content on Platform, including without limitation, the text, graphics, images, and other material developed, created, processed, structured, and designed on Platform or obtained from any of the licensor of Company, or any other material on Platform are for informational purposes only ("Content"/ "Company Content"). Company Content and the trademarks or service marks (whether registered or not) and logos contained therein or belongs to Company ("Marks"). Metadata or any materials pertaining to Platform, including without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics, all company graphics, logos, designs, page headers, button icons, scripts, domain name, domain server names, or trade dress of Company in India

and/or other countries are owned by or licensed to Company, and are subject to copyright and other intellectual property rights under the laws of Republic of India and foreign laws and international conventions (collectively, “Company Intellectual Property”). Further, Metadata shall mean the structured information that describes, explains, locates, and/or otherwise makes it easier to retrieve and use the information resources which may include, without limitation, (i) the administrative metadata related to the use, management and encoding processes of digital objects over a period of time, (ii) descriptive metadata that describes a work for purposes of discovery and identification, such as creator, title and subject, and/or (iii) structural metadata that indicates, how compound objects are structured, provided to support use of the objects. Company Intellectual Property shall not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

- (b) Company Content on Platform is provided to You “AS IS” for Your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company. Provided that You are eligible to use Platform, You are granted a limited license to access and use Platform and the Content and to download or print a copy of any portion of the Content to which You have properly gained access solely for Your personal, non- commercial use. Company reserves all rights not expressly granted to You in and to the Website and company Content and Marks.
- (c) You hereby agree that You shall not to circumvent, disable or otherwise interfere with security related features of Platform that prevent or restrict use or copying of any materials or enforce limitations on use of Platform or the materials therein. The materials on Platform or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

## **10. COMPLIANCE OF APPLICABLE LAW**

While communicating/ transacting with each other through the Platform, the Other Registered User(s) shall at all times ensure full compliance with the applicable provisions of the applicable laws in India including but not limited to the Indian Contract Act 1872, Information Technology Act 2000, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, SPI Rules, Companies Act, 2013 etc (“**Captioned Laws**”). as well as all other laws for the time being in force, and ensure due payment of applicable taxes.

## **11. PLATFORM MANAGEMENT; SUSPENSION, AND TERMINATION**

- A. The provisions of the Agreement shall continue to apply until terminated by either of the Party as set for below.
- B. Company reserves the right but does not have the obligation to:
  - a) monitor the Platform for violations of the Agreement;
  - b) take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;
  - c) in Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or account (including Your Account) or any portion thereof that may violate this Agreement or any policy of Company or applicable laws of India, rules or regulations made thereunder;
  - d) in Company's sole discretion and without limitation, notice or liability to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems;
  - e) otherwise manage the Platform in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Platform;
  - f) to discontinue or suspend the services of Other Registered User(s) or the account of the Users in any of the following events or situations: (a) the Other Registered User has discontinued its services, or (b) the Other Registered User(s) or Users have violated the terms and conditions of the Agreement or any other applicable laws of India.
- C. In case of You want to terminate these Terms of Use, You may do so by not accessing the Platform and its terms and conditions; or closing Your accounts for all of the Company Services that You use. In case of such termination, Company shall not be liable for any Transactions and Your liability for completion of Transaction shall continue as per your terms with the Potential Investor and Platform shall be indemnified from any claim or loss for your breach therein.
- D. Company reserves the right to, at any time, and with or without notice, terminate these Agreement and/or the Company Services against each of the Users or the Other Registered User(s) as a whole, if there is:
  - a) violation of any of applicable law(s), including but not limited the laws which are mentioned in this Terms of Use, or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Registered User(s) from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or
  - b) Company is unable to verify or authenticate any information provided to Company by You pertaining to Your Account or any such other information which are generally required for Services; or
  - c) Company believes, in its sole discretion, that Other Party(s) actions may cause legal liability for Company (or any of its affiliates, independent

contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of Platform; or

- d) Company is required to do so by law or as per the instruction of any government, regulatory or local authority; or
  - e) if You or Other Party(ies) (as may be applicable) fail(s) to provide (or after providing such consent, later revoke) the consents necessary or desirable for Company to provide the Company Services to the Other Party(s);
  - f) The provision of the Company Services to You, or to the general public, is in Company opinion, no longer commercially viable; or
  - g) Company has elected to discontinue, cease or suspend, with or without reason, access to Platform or the Company Services (or any part thereof).
  - h) Company may also terminate or suspend (temporarily or permanently) all or a portion of Your account or access to the Company Services, with or without reason. Except as may be set forth in any of the terms applicable to a particular Company Service, termination of Your Account may include: (i) removal of access to all offerings within the Platform or with respect to the Company Services; and (ii) barring Other Party(s) from further use or access of the Platform or of any of the Services.
- E. Once terminated or suspended (temporarily or permanently), You or the Other Registered User (s) may not continue to use the Platform under the same account, a different account or re-register under a new account.
- F. Upon termination of these Terms of Use, Company shall have no obligation to maintain or provide You any data and may thereafter, unless legally prohibited, delete all Your data in its systems or otherwise in its possession or under its control, including but not limited to, Your personal information, log-in ID and password, order details (including any documents uploaded) and all related information, files and materials associated with or inside Your Account (or any part thereof). Upon termination, Company will complete all pending orders up to the date of termination, except in case of termination for material breach by you or any fraud by you.
- G. Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of Your Account content from the Platform with or without ability to access the Platform and the other Services, upon any breach by the Other Party(s) of these Terms of Use or if Company is unable to verify or authenticate any information the Other Party(s) submits to Company, or if the Other Party(s) fail to provide (or after providing such consent, later revokes) the consents necessary or desirable for Company to provide the Services to the Other Party(s).
- H. The right to terminate/ suspend the account is in addition to, and without prejudice to, Company's right to initiate action against You, in accordance with applicable law(s).
- I. If Company terminates or suspends Your Account for any reason, You are prohibited (unless permitted by Company) from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to

terminating or suspending Your Account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress

## **12. FORCE MAJEURE**

You or the Other Registered User(s), as the case may be, accept and acknowledge that Company shall not be liable for any loss or damage caused to the User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of Company or the Other Registered User(s)), or any other delay or default or deficiency or failure which arises from causes beyond Company's reasonable control ("**Force Majeure Event**"). In the event of any Force Majeure Event arising, Company, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

## **13. Miscellaneous**

### **A. Governing Law and Dispute Resolution**

- (a) If there is a dispute between You and other users of Platform, or between users and any third party, You understand and agree that Company is under no obligation to become involved. In the event that You have a dispute with one or more other users, You hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.
- (b) This Agreement and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any dispute relating to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Bangalore. All disputes will be subject to arbitration at Bangalore in English by a sole arbitrator appointed by the Company under the Arbitration and Conciliation Act, 1996.

### **B. Survival**

Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

### **C. Severability**

If any provision of the Agreement is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from Agreement and shall not affect the validity and enforceability of any of the remaining provisions.

### **D. Waiver**



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

**E. Heading**

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use or the Agreement.

**F. Contact Information**

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [axia@equidei.com](mailto:axia@equidei.com). If any Other Party(s) has any questions concerning the Company, the Website, these Terms of Use, or anything related to any of the foregoing,