

These terms and conditions ("Terms") describe the terms on which the Customers ("You", "Your", or "Yourself") accesses and use the Application (as defined below) and/or the Website (as defined below). Please read the Terms carefully before logging in, or using in any manner whatsoever the Application or Website.

By logging in, or using the Application and/or Website, You agree to be bound by these Terms including any additional guidelines and future modifications. If you find any of these Terms unacceptable, do not tender Your acceptance to use the Application or Website or any of its features. Your acceptance of these Terms shall operate as a binding and legally enforceable agreement between You and the Company (as defined below) in respect of the features offered/availed on the Application or the Website.

The Application and the Website are owned and operated by VA Tech Ventures Private Limited, ("Company", which expression shall, wherever the context permits, admits or requires, be deemed to mean and include its successors in interest and permitted assigns).

You acknowledge that Company is providing you with a revocable, limited, non-exclusive, and non-transferable license to use the features of the Application.

This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act"), the rules thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generate by a computer system and does not require any physical or digital signatures.

Company and You shall be individually referred to as a "Party" and collectively as "Parties", as the context may require.

1. Definitions and Interpretation

The definitions and rules of interpretation in this Article shall apply to these Terms.

"Admin" means the administrator(s), who shall be persons appointed by You to administer and manage the Dashboard (as defined below) and its contents thereof, including but not limited to, the Employees (as defined below). The details of the Admin shall be provided by You to the Company in a manner as prescribed in the Agreement (as defined below).

"Agreement" shall mean the Service Agreement or Memorandum of Understanding, as applicable, entered into by and between the Company and You (as defined below).

"Applicable Law" shall mean the laws of India and shall include without limitation any applicable legislation, its amendments, rules, regulations, circulars, directions, guidelines, and notifications as prescribed by the instrumentalities of the Union or State Governments in the territory of India, or any similar form

of decision or determination by, or any interpretation, policy or administration, having the force of any of the foregoing, of any government, statutory authority, tribunal, board, court, having jurisdiction over the matter in question, whether in effect as of the date of accepting these Terms or at any time thereafter.

“Application” shall mean the mobile application or software ‘Happay – Expense Management’, and/or ‘Happay Admin’, and/or ‘hPay’ available on the Google Play Store on Android operating systems, and the ‘HappayEmp’, and/or ‘HappayAdmin’ App Store on iOS operating systems.

“Auto-Debit” shall mean automatic deductions from the account in reference.

“Bank:” shall mean HDFC Bank Limited, or RBL Bank Ltd, as applicable.

“Confidential Information” shall mean, including but not limited to, any data or information, oral or written, treated as confidential by a Party and relates to the Party’s past, present, or future research, development or business activities, including any unannounced products, services and software, including any information relating to services development, inventions, source and object codes, processes, plans, financial information, Company lists, Your, Admin, or Employee related data and information, forecasts, and projections, exchanged during the Tenure (as defined below) of the Agreement, and such other information which ought to be regarded as confidential given the nature of the information or the circumstances under which the information is disclosed. Confidential Information of the Parties shall also include these Terms and the Agreement.

“Customer” means the party besides the Company, to the Memorandum of Understanding or Service Agreement, as applicable.

“Customer Data” shall mean the data provided by You, Admins, and Employees, shall include KYC details, and all data generated and recorded by the Company based on Your use of the Services.

“Customer Usage Limit” shall mean the current total amount of money that stands to the Customer’s credit in its Happay Account.

“Dashboard” shall mean the electronic interface made accessible to You, or Admin to administer and manage the utilization of the Services by You, Admin, or Employees.

“Employee” shall mean Your employees, agents, independent contractors who are authorized by You, after obtaining prior approval from the Company/Bank to use the Services. The KYC details of the Employees shall be provided by You to the Company/Bank.

“Employee Credit Limit” shall mean the credit limit within the Customer Usage Limit as maybe determined by You and set by the Admin on the Dashboard for each Employee, beyond which the Services may not be availed by the concerned Employee.

“Employee Groups” shall mean such Employees as may be grouped together by Admins for the purposes of utilization of the Services (as defined below) by the Employees of such Employee Groups.

“Employee Groups Credit Limit” shall mean the credit limit within the Customer Usage Limit as may be determined by You and set by the Admin on the Dashboard for each Employee Group, beyond which the Services may not be availed by the Employees of the concerned Employee User Group.

“Happay Account” shall mean the account opened with the Company for rendering of Services, wherein the money given by the Customer to Happay shall be reflected as a credit balance in favour of the Customer.

“Happay Cards” or “Cards” shall mean the credit card issued by the Bank/Company to You, Admins, and/or Employees.

“Maintenance” or “Downtime” shall mean those intervals of time as may be intimated to You wherein routine checks and other procedures may be carried out by the Company during which time the Services may not be available or may not be delivered at expected levels and during which time Company shall not be liable for complaints raised by You, Admins or Employees;

“Person” means, including but not limited to, any natural person, firm, corporation, company voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization or any other entity.

“Services” shall mean the facilitation services provided by the Company to You as described in greater detail in Article 3 (Services).

“Tenure” shall mean the duration of these Terms as set out in Article 16 (Tenure and Termination)

“Virus” shall mean any specific thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect the access to or the operation of any program or data, including

the reliability of any program or data (whether by re-arranging, altering of any program or data, in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“Website” shall mean the technology platform “Happay”, on the website happay.in , and the entire back end software designed, developed and controlled by Company and used by You/ Admins/ Employees for availing the Services.

In the interpretation of these Terms, unless the context otherwise require:-

The singular of a word shall include the plural and vice versa, and in particular (without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural;

The words in the masculine gender (if any) shall include the feminine and neuter and vice versa;

Any references to an article, section, paragraph, sub-paragraph shall only be a reference to an article, section, paragraph, sub-paragraph as contained in these Terms;

The phrase “directly” or “indirectly” shall mean and include any act of either Party on behalf of or through the use of any other Person, including without limitation any employee, agent or independent contractor of a Party;

All article / section headings used in these Terms are for reference and convenience only and shall not in any way be conclusive on matters of interpretation of the body of the Terms.

References, if any, made to any statute shall be construed as including all statutory provisions consolidating, amending or replacing such statute; and

A copy of these Terms, as updated from time to time, shall be available on the Dashboard. Upon these Terms being updated, You, Admin, or Employee shall be duly notified and required to login after accepting the updated Terms.

2. Engagement of Company

You hereby engage the Company to provide Services to You, and the Company accepts the said appointment and agrees to render the Services to You during the Tenure of these Terms.

3. Services

The Company shall provide login credentials to use the Application and/or Website to You, Admins, and Employees, subject to You providing the Company/Bank with the KYC details of Yourself, Admins, and Employees. You acknowledge that by providing the KYC details of

the Admins and Employees, you have obtained the consent of the Employees to be on-board with the Company for use of the Services. The Company shall enable You and Admins to control Happay Cards through the Dashboard using the Application and/or Website.

Accessing and using the Application shall enable easier payment and settlement mechanisms between You, Admins, Employees and third parties.

The Company shall grant access to an Admin appointed by You for the purposes of administering and managing inter alia the Employees, the Employees Credit Limit, the Employees Groups, Employees Groups Credit Limit, and matters connected therewith.

4. Third Party Transactions

You acknowledge that the Services provided by the Company only enable or assist You to transact with third parties and You do so solely at Your own risk.

5. Warranties and Responsibilities

The Company shall use commercially reasonable efforts to provide the Services. The Company does not warrant that the rendering of Services will be free from errors or interruptions. However, the Company shall, to the extent possible, use commercially reasonable efforts to make the Services available 24 (twenty four) hours a day, 7 (seven) days a week, except for any Maintenance or Downtime, and circumstances beyond the control of the company.

The Company shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data, including but not limited to, Customer Data, over communications network and facilities, including telecommunication links and the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of any such Service;

The Company is not responsible for any delays, delivery failures, breach of Applicable Laws, codes of practice etc., now or hereafter in effect and terms and conditions of any license or permit, or any other loss or damage resulting from any third party transaction which You, Admins, or Employees may enter into.

The manner and means by which the Company chooses to complete the Services under these Terms is in the Company's sole discretion. The Company may at any time, discontinue or modify the Services or any components or features thereof after giving you at least fourteen (14) days prior notice to You. This notice shall be communicated via email to Your specified email address. In such notice, the Company shall intimate You of any such changes, or ensure the availability of such modification details on the Website, where possible; and the continued use of the

Services through the Application or Website shall be construed as your acceptance of such modified Terms. In the event of your specified email address has changed; please notify the Company at the earliest.

The Parties hereby acknowledge and agree that the Company may from time to time under these Terms, communicate with You via email sent to the specified email address or telephone or other such modes of communication regarding the Services and issues related thereto.

The Company may engage subcontractors to assist with the performance of the Services without prior notice, and shall have no obligation to seek any consent or approval from You in this regard.

The Services shall be rendered by the Company on a non-exclusive basis and nothing in these Terms shall prohibit the Company from rendering the same or similar services to other Persons, including but not limited to, Your competitors.

The Company may, in its sole discretion, modify the Services in order to comply with the Applicable Law. In this regard, the Company shall notify You within 7 (seven) days of notice of the Applicable Law requiring such modification, after which You shall extend full co-operation to the Company in ensuring that the scope of Services is suitably modified to meet the requirements of the Applicable Law.

6. Terms of Use

You, Admins, and Employees use of the Application or Website are subject to these Terms which shall be available at the login page and the Dashboard.

In addition to these Terms, You, Admins, and Employees use of the Platform will be subject to the Applicable Laws.

The Company shall create for You, Admins, and Employees a user account, which shall be Your/Admins/Employees email ID and a password or other login credentials ("Login Credentials") to access and use the Application and Dashboard. You, Admins, and Employees are solely responsible for maintaining the confidentiality and security of the Login Credentials. You are responsible for all acts and omissions of Yourself, Admins, and Employees, in relation to the use or misuse of such Login Credentials.

Subject to You availing the Services in accordance with the Agreement and these Terms, the Company hereby grants to You, Admins, and Employees, a limited, non-exclusive, non-transferable right to use the Services, including the Application and Website, during the Tenure, in compliance with these Terms and the terms of the Agreement.

You, Admins and Employees shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, You shall promptly notify

the Company in writing. In any case, the Company shall not be liable for any damages and losses suffered by You or anyone else as a result of Your failure to comply with Your obligations under these Terms or as a result of any negligence or misconduct by You, Admins, or Employees. You shall not copy, reproduce, modify or create any derivative works, enhancements, adaptations or translations, frame, mirror, republish, download, transmit, or distribute all or any portions of the Application or Website or any contents thereof, in any form or media or by any means whatsoever.

You shall not attempt to decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Services, Application, or Website is run, provided or derived.

You shall not attempt to register any copyrights, trademarks, names, or logos, used or associated with the Services, Application or Website.

You shall not explicitly or implicitly, represent to any party in any manner that compromises or creates doubts over the ownership and consequent rights of Company over any intellectual property relating to the Services, Application, or Website. You shall also not challenge (directly or indirectly), during the Tenure and anytime thereafter, the validity, enforceability or ownership of the Application, Website or aid any third party in doing so.

You shall not use the Service, Application, or Website to access, alter, or destroy any information belonging to the Company or its customers by any malicious means or device. You shall also not use the Service to introduce a Virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of the Company's or another party's computer, property, data or information. You shall also not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service on the Application or Website.

You shall not use the Service, Application, or Website to defraud, defame, abuse, harass, threaten, or infringe the intellectual property rights (including copyright) of others or otherwise violate any Applicable Law. You shall also not circumvent or modify any security technologies as part of the Service, including but not limited to the security features included by the Company on the Application or Website. You shall not perform any security integrity review, penetration, test, load test, denial of service simulation or vulnerability scan (including without limitation by use of any tool designed to automatically emulate the actions of a human user in connection with such testing) on the Service, Application or Website.

7. Your Obligations

You shall provide the Company with all necessary co-operation in relation to these Terms, as well as, all necessary access to such information as may be required in order to provide the Services, including but not limited to, Customer Data, security and access information.

You shall comply with all Applicable Laws with respect to Your activities under these Terms.

You shall perform all Your responsibilities as set out in these Terms in a timely and efficient manner.

You shall ensure that the Admin and Employees use the Services in accordance with these Terms and Applicable Laws and You shall be solely responsible for any Admin or Employee's breach thereof;

You shall obtain and maintain all necessary consents and permissions necessary for You to avail of the Services under the Agreement and these Terms.

You shall be solely responsible for procuring and maintaining Your network connections and telecommunication links from Your systems to the Company's data centres, and for all problems, conditions, delays, delivery failures and all other losses or damages arising from or relating to Your network connections or telecommunications links or those caused by the internet.

8. Customer Data

You shall own all right, title and interest in and to all of the Customer Data. However, the Company may use and process the Customer Data for the purposes of these Terms, on the terms and conditions set out hereunder.

The Company may process any Customer Data on Your behalf when performing its obligations under these Terms and the parties record their intention that You shall be the data controller and the Company shall be a data processor and in any such case:

You shall ensure that You are entitled to transfer the relevant Customer Data to the Company, and that the Company may lawfully use, process and transfer the Customer Data in accordance with these Terms on Your behalf;

You shall ensure that the relevant third parties to whom the Customer Data relates (including Admins, Employees) have been informed of, and have given their consent to, such disclosure, use, processing and transfer of the Customer Data as required by Applicable Laws, including the applicable data protection legislations, and You shall solely be responsible for any non-compliances with such Applicable Laws; and

You hereby agree that such transfer of Customer Data is necessary to avail the Services under these Terms.

The Company shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Customer Data available on the Application or Website, as such policy may be amended from time to time by the Company, in its sole discretion. The Company stores Customer Data for a period of up to seven (7) years after discontinuation of the Services.

The Company shall not be responsible for any loss, destruction, alteration or disclosure of Customer caused by any third party (except of those third parties sub-contracted and authorized by the Company to perform services related to Customer Data maintenance and back-up).

The Company shall process and generate the Customer Data only in accordance with these Terms, the Agreement, the Companies internal policies, and any lawful instructions reasonably given by You from time to time. Provided that, such instructions shall not be inconsistent with these Terms, the Agreement, and the Companies internal policies.

The Company will not be liable to You in the event that the use of commercially reasonable administrative, physical and technical safeguards (including firewalls, encryption or other similar technology or techniques) fails to prevent unauthorized third party access to Customer Data.

Nothing in these Terms will constitute a representation or warranty by the Company that Customer Data storage or transmission will be inaccessible to unauthorized third parties, despite all commercially reasonable precautions, safeguards, and safety measures having been taken by the Company. Liability for the Company's failure to maintain or protect Customer Data is limited by the Limitation of Liability.

9. Intellectual Property Rights

You acknowledge and agree that Company owns all intellectual property rights in the Services and the Application and Website. Except as expressly stated herein, these Terms do not grant You / Admins / Employees any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services, Application, or Website.

You acknowledge and agree that all know-how and intellectual property developed as a result of any work done in relation to the Application / Website or any customizations thereto, shall be exclusively and absolutely owned by Company, free and clear of any encumbrance of any nature.

10. Confidentiality

Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under these Terms. A Party's Confidential Information shall not be deemed to include information that:

- Is in the public domain, other than through a breach of Article 10;

- Was in the receiving Party's lawful possession before the disclosure;

- Is lawfully disclosed to the receiving Party by a third party without restriction or disclosure;

- Is independently developed by the receiving Party, which independent development can be shown by written evidence; or

- Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, subject to Section 10.2 below.

Each Party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party (except as provided in Section 10.3 below), or use the other's Confidential Information for any purpose other than the implementation of these Terms. In the event of a disclosure required by law, the receiving Party shall promptly notify the disclosing Party of such requirement within reasonable time so as to allow intervention (and shall cooperate with the disclosing Party, at the disclosing Party's expense, to the extent possible) to contest or minimize the scope of the disclosure (including making an application for a protective order).

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is disclosed only on a need to know basis to its employees, subcontractors, agents or representatives, and such employees, subcontractors, agents or representatives shall be bound to maintain the confidentiality of such Confidential Information on terms similar to those set out in these Terms, and not misuse such Confidential Information.

Subject to the Agreement, each Party shall be responsible for any breach of the confidentiality obligations under these Terms by its employees, subcontractors, agents or representatives and agrees to indemnify the other Party for any loss or damage on account thereof. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party for no fault attributable such Party.

The Company acknowledges that the Customer is Your Confidential Data.

No Party shall make, or permit any Person to make, any public announcement concerning these Terms without the prior written consent of the other Party, (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction, subject to Section 10.2

The Parties agree and understand that the Sections of this Article 10 shall survive the termination of the arrangements between You and the Company.

11. Representations and Warranties

You represent and warrant that:

You have the full right, power, authority, and capacity to accept these Terms and perform Your obligations hereunder and that no further approvals are required as of the date of availing the Services, or using the Application or Website.

There are no pending or threatened legal proceedings against You before any judicial or quasi-judicial forum whatsoever that may affect Your performance hereunder.

You shall comply with all Applicable Laws in the performance of Your obligations hereunder, including privacy and data protection laws, rules, and regulations that are applicable now or that may become applicable in the future.

You shall permit only Admins and Employees to use the Services as per these Terms, and shall not permit any other Person to use such Services, in contravention of these terms.

You have not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on Your ability to perform Your obligations under these Terms.

You are neither insolvent nor unable to pay Your debts as they fall due;

You shall at all times comply with (and ensure that Admins and Employees comply with) the terms and conditions set forth in these Terms.

12. Disclaimer

The Service is provided on an “AS-IS” and “AS-AVAILABLE” basis. The Company disclaims and makes no additional representations and warranties, either express or implied, about the platform or the services, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement or completeness. The Company does not warrant that the Service will be free from errors or interruptions.

The Company has endeavoured to ensure that all the information on the Application or Website is correct. However, the Company does not warrant or represent the quality, accuracy, or completeness of any information. The Company shall not be responsible for the delay or inability to use the application or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Application or Website, or otherwise arising out of the use of the Application or Website, whether based on contract, tort, negligence, strict liability or otherwise. You understand and agree that any material or data downloaded or otherwise obtained through the Application or Website is at your discretion and risk and that you will be solely responsible for any damage to your systems or loss of data that results from download of such material or data.

13. Commercial Terms

The Commercial Terms between You and the Company shall be as per the Agreement.

Subject to the Agreement, the payables for the Services of the Company shall be Auto-Debited from the Customer's Usage Limit available in Your Happay Account.

The sub-usage limits, including but not limited to the Employee Credit Limit, shall be determined by You at Your sole discretion and may be setup by the Admin using the Dashboard.

At no point, can any Employee's Credit Limit exceed the Customer's Usage Limit.

All disputes between the Parties pertaining to payables under the Agreement and these Terms shall be referred to an arbitrator as per the Agreement.

14. Indemnity

You shall defend, indemnify and hold harmless the Company, its officers, directors, shareholders, employees, assignees, representatives, associates, subcontractors and subsidiaries against any and all direct and actual losses, damages, loss of reputation, loss of goodwill, liabilities, fines, penalties, fees, costs, amounts and expenses (including without limitation attorney's fees) claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by Company in connection with or as a consequence of (i) breach of any of the provisions of these Terms by You, Admins, or Employees; (ii) a breach of any representations, covenants, or warranties contained herein by You, Admins, or Employees; (iii) unauthorized use or infringement or Company's intellectual property right (whether such intellectual property right is registered or not); (iv) any damage, unauthorized use or loss of

information, including Confidential Information, shared by the Company; (v) death, fraud, misconduct, or negligence due to any act or omission by You, Admins, or Employees; (vi) any negligent act or omission committed in the course of fulfilling obligations under these Terms or any misrepresentation made during the course of these Terms, by You, Admins, or Employees; (vii) Your failure to abide by the Applicable Law during the Tenure of these Terms; (viii) breach of any terms, conditions and obligation under any other contract with a third party, which has an impact on the Company or the Services provided by the Company. The Company shall defend You, Your officers, directors, and employees against any claim that the Services infringe any patent, copyright, trademark, database right or right of confidentiality, effective as of the date of Your use of the Application and shall indemnify You for any amounts awarded against You in the judgment of such claims, provided that:

The Company is given prompt written notice of any such claim;
The Company is given authority to defend and settle the claim, provided that the Company shall not enter into any arrangements, settlement or accept any liability on behalf of You without Your prior written consent;
You co-operate with the Company in the defense and settle much of such claim, at the Company's expense; and
You may participate in any such suit or proceeding through a counsel of Your choice, at Your own expense, provided that the costs associated with Your counsel shall not be deemed damages or costs for purposes of the Company's indemnity towards you.

In the defense or settlement of any claim, the Company may procure the right for You to continue using the Services, replace or modify the Services so that they become non-infringing, or if such remedies are not reasonably available, terminate these Terms on the issuance of a thirty (30) days written notice to You without any additional liability or obligation to pay liquidated damages or additional costs to You.

In no event will the Company be liable for any losses arising from or in connection with these Terms, pursuant to any claim by You, Admins, or Employees, against the Company under any theory of liability (whether in contract, in tort, or otherwise), if such losses could have been avoided if You had used reasonable efforts to mitigate them.

In no event will the Company be liable to You to the extent that the alleged infringement is based on (i) A modification of the Services by anyone other than the Company (ii) You, Admin, or Employees use of the Services in a manner contrary to the instructions given to You by

Company or the use of the Services by You in combination with any product / equipment not permitted by Company.

The indemnities contained herein shall continue through the Tenure of these Terms and shall survive the termination of the arrangements between You and Company.

15. Limitation of Liability

Subject to the Agreement, in no event shall Company be liable to You, Admins, or Employees for any loss or damage resulting from the services offered by third parties, including but not limited to any merchants, traders, suppliers etc.

Notwithstanding any other provision of these Terms, the Parties shall not be liable whether in tort (including for negligence for breach of statutory duty), contract, restitution or otherwise any consequential, incidental, indirect, special, punitive or other such loss or damage, including but not limited to those such as and/or resulting from loss of profits, loss of business, business interruption, computer failure, loss of business information, depletion of goodwill, loss or corruption of data or information, however arising under these Terms.

16. Tenure and Termination

These Terms shall be in force from the date of its acceptance by You, Admin, or Employee on the Website or Application, until such time that the arrangement between the Parties is terminated under these Terms, or on the Agreement, or the term specified in the Agreement, whichever is earlier ("Tenure").

The access to the Application may be withdrawn and the Company may terminate the arrangement under these Terms with You, with immediate effect, for the reasons hereinafter listed and otherwise, by providing a written notice to You:

If You, Admins, or Employees commit a material breach of any of these Terms which breach is irremediable or if such breach is remediable, You fail to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;

If You repeatedly breach any of these of these Terms in such a manner as to reasonably justify the opinion that Your conduct is inconsistent with You having the intention or ability to give effect to these Terms;

You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business;

You file a petition for bankruptcy; file a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or make an assignment for the benefit of creditors; or, a

receiver, trustee or similar officer is appointed for Your business or property; or, any involuntary petition or proceeding under bankruptcy or insolvency is instituted against You;

Any representations and warranties given by You in these Terms are found to be untrue or misleading;

If the Company has been unable to perform its obligations in accordance with these Terms for a continuous period of thirty (30) days as a result of a force majeure event as per Article 17 (Force Majeure);

If you fail to make the payments due to the Company under the Agreement or these Terms, the Company shall have a right to terminate this arrangement and withdraw Your access to the Application and/or Website, at its discretion.

Notwithstanding the above, Company may terminate the arrangement under these Terms with You and withdraw access to the Application, without cause, by the issue of a thirty (30) day's prior written notice to You.

You may stop using the Application and Website, and request termination of the arrangement under these Terms upon issuance of thirty (30) days written notice to Company, in the event of a material breach of these Terms by the Company. However, these Terms may be terminated by You where the breach has not been remedied by Company within sixty (60) days of receipt of a written notice from You, requiring remedy of such breach.

On the withdrawal of Your access to the Application for any reason:

Each Party shall return and make no further use of any equipment, property, Application (including Login Credentials), Services, Confidential Information and other items (and all copies of them) belonging to or provided by the other Party;

The Company retains Customer Data for a period of up to seven (7) years. However, the Company may at any time before the expiration of seven (7) years destroy the Your Customer Data after giving you thirty (30) days written notice.

The Company may forthwith Auto Debit all pending amounts, if any, to the from Your Happay Account on withdrawal of Your access to the Application or Website.

17. Force Majeure

The Company has no liability to You under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including but not limited to, strikes, lock-outs or other industrial disputes (whether involving limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or telecommunications network, act of God, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm.

18. Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of such right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any waiver shall be effective only when in writing and signed by the Party exercising such waiver.

19. Severance

If any provision (or part of a provision) of these Terms is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

20. Survival

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination.

21. Entire Agreement

These Terms, and any documents referred to in these Terms, constitutes the whole agreement between the Parties and supersedes any previous agreement, arrangement or understanding between them relating to the subject matter they cover.

The Parties hereby agree that the Company may at any time, alter these Terms, and its internal policies without prior written notice to You.

However, the Company may intimate You, either directly or by notification on the Application and/or Website, of any such change. It shall be Your responsibility to check the Application and/or Website for any such changes or updates. The continued use of the Application / Website by You, Admins, or Employees after such intimation / notification shall be a deemed acceptance by You, Admins, and/or Employees of such modified policy.

You acknowledge and agree that by accepting these Terms You do not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the subject matter of these Terms except as expressly set out in these Terms.

22. Assignment

You shall not, without the prior written consent of Company, assign, transfer, sub-contract or deal in any other manner with all of any of Your rights or obligations under these Terms.

Company may, at any time, freely assign, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms, without the requirement to intimate You or obtain Your consent.

23. Relationship

Nothing in these Terms are intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as an agent for the other, and neither Party shall have the authority to act in the name on or behalf of or otherwise to bind the other in any way (including, but not limited, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.)

24. Third Party Rights

Except to the extent provided, these Terms do not confer any rights on any Person other than the Parties to these Terms.

25. Notices

All notices required to be issued by either Party to the other shall be furnished at the addresses notified by that Party on the Dashboard or in the Agreement, if any. All notices shall be sent by either: (a) by a recognized courier service; or (b) by registered post acknowledgment due; or (c) by way of email. In the event the delivery of notice is attempted to be made at all the contact addresses provided by the Party the notice shall be deemed delivered on the seventh day from the date of the notice in case of delivery by courier or registered post acknowledgment due. Either Party may change its address for receipt of notice from the other Party by delivering written notice of such change to the other Party.

26. Arbitration, Governing Law, and Jurisdiction

The Parties shall attempt to amicably resolve any and all disputes of every kind, arising out of or related to these Terms through negotiation and consultation. In the event the dispute is not resolved amicably between the Parties after at least fifteen (15) days of negotiation, in good faith, by the respective senior management of the Parties, the same shall be subject to binding and final

arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereof. The place of arbitration shall be Bengaluru, Karnataka unless otherwise mutually agreed by the Parties in writing. The arbitration proceedings shall be in English. The Parties shall be entitled to jointly appoint a sole arbitrator who shall preside over the proceedings.

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India.

Subject to Section 26.1, each Party irrevocably agrees that the Courts in Bengaluru, Karnataka shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter (including non-contractual disputes or claims).