

WELCOME TO RUPEERABBIT, A MOBILE APP OPERATED BY RUPEERABBIT PVT. LTD. (REFERRED TO AS THE “COMPANY”).

ACCEPTANCE OF TERMS OF USE

These terms of use (Terms) constitute a legally binding agreement between User or you (as defined below) and the Company regarding your use of the Rupeerabbit web site i.e. www.rupeerabbit.com (the Site), Rupeerabbit Application (the Mobile Application “App”) and associated services.

“User” or “You” means any person who accesses, avails, or uses this site or the app of the Company for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the site or the app of the Company.

By accessing the Site, App or Service, you agree to be bound by these Terms. You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize the Service of the site, they shall do so only with the involvement & guidance of their parents and / or legal guardians. The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes. Your continued use of the App and Website after the posting of changes constitutes your binding acceptance of such changes. In addition, when using any particular services, you may be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into the Terms.

If you do not agree with the Terms, please do not use this Site or the Rupeerabbit App.

RUPEERABBIT APP REGISTRATION AND ACCESS TO USE

The Rupeerabbit app provides its members access with analytics on top of their SMS inbox messages that are related to card, bank or wallet transactions.

Registration: To register for Rupeerabbit you may be required to open an account by completing the registration process (i.e. by providing us with current, complete and accurate information as prompted by the applicable registration form). You expressly agree to absolve the Company and/or the Rupeerabbit App and Rupeerabbit Site service of any responsibility / liability in this regard.

By registering, you agree to the Terms stated herein and in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only.

Access to use: To access the Rupeerabbit App, you will be asked to enter your individual email id and phone number, as chosen by you during your registration, to establish a unique identity for you.

If the Company reasonably believes that an account is being used / misused in any manner, the Company shall reserve the right to cancel access rights immediately without notice, and block access to all such users. Furthermore, you shall be entirely responsible for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your account, however, you could be held liable for losses incurred by the Company or another party due to someone else using your account.

Availability: The data provided through Rupeerabbit App will change from time to time. The quality of the app's service may vary from device to device, and may be affected by a variety of factors, such as your location, the number of SMS messages you have on your phone, the bandwidth available through and/or speed of your Internet connection, etc. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

Geographic Limitation: You may use the Rupeerabbit App only in geographic locations where the Company offers the App. The Company may use technologies to verify your geographic location.

Rupeerabbit Mobile Application: The Rupeerabbit App is developed and designed to enable SMS analytics, through Rupeerabbit App ready devices. This App may vary by device and medium, and functionalities may also differ between devices. This software is licensed to you pursuant to these Terms and solely for the purpose of using the Rupeerabbit App and for no other purpose whatsoever. The Company does not warrant the performance of the software, including its continuing compatibility any device. Any unauthorised use of the application is strictly prohibited and The Company reserves the right to not provide the application (including updates) to you at any time and to discontinue the ability to access the Rupeerabbit App through such software at any time, without prior or any notice.

When you use a Rupeerabbit App ready device, you expressly represent that you have the express authority to use such device and be liable for any transaction conducted through such device on the Site or App.

INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE

Limited License: Subject to your compliance with the Terms herein, the Company hereby grants you a personal, limited, non-exclusive, non-transferable, freely revocable license to use the Rupeerabbit App for personal and non-commercial use only . Except for the foregoing limited license, no right, title or interest shall be transferred to you. We reserve all rights not expressly granted in and to the Site and/or Rupeerabbit App -. Any unauthorised use of the Rupeerabbit App will result in termination of the limited license granted by the Company and cancellation of your account. Use of Site or Rupeerabbit App for any other purpose may result in severe civil and criminal penalties.

YOUR OBLIGATIONS

You hereby agree and assure the Company that the Site and/or Rupeerabbit App shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you shall not:

- Circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Site or the Rupeerabbit App;
- Either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, display, sell, transmit or retransmit the Content unless expressly permitted by the Company in writing;
- Either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms
- Use the Site or Rupeerabbit App in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any of the Company's server(s), or the network(s), computer systems / resource connected to any of the Company server, or interfere with any other party's use and enjoyment of the Site or Rupeerabbit App;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site/Service;
- Perform any activity which is likely to cause such harm;
- Carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application, site, or internet service or;

- Use the Site or the Rupeerabbit App for illegal purposes;
- Disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to the Company website, forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or Rupeerabbit App;
- Attempt to gain unauthorized access to Rupeerabbit App, other accounts and computer systems through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or the Rupeerabbit App;
- Create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by the Company;
- Use or launch any “robots”, “spiders”, “offline readers” etc. or any other automated system, that accesses the Site and / or Rupeerabbit App in a manner that sends numerous automated requests to the Site’s servers in a given period of time, which a human cannot reasonably send in the same period by using conventional web browsing application or tool(s) for similar purposes.

PROHIBITED ACTIVITIES

You agree not to host, display, upload, modify, publish, transmit, update or share any information via the Rupeerabbit App or Site or otherwise and/or User personal details which

- Belongs to another person and to which you do not have any right to;
- Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- Harm minors in any way;
- Infringes any patent, trademark, copyright or other proprietary rights;
- Violates any law for the time being in force;
- Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- Impersonate another person;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
- Contain misleading information regarding the origin of the Content;
- Or otherwise contains objectionable content.

Any content or information uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws.

Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site and the Rupeerabbit App, we may terminate your account/block your access to the Site and App; and we reserve the right to remove any non-compliant content uploaded by you and shall further have

the right to take recourse to such remedies as would be available to the Company under the applicable laws.

These features may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

The Company is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("User Feedback"), including responses to questionnaires, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Rupeerabbit App and Site. By posting / submitting any User Feedback, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free irrevocable, sub-licensable license and right in such User Feedback / User Submission to the Company, including the right to display, use, reproduce or modify the User Feedback / User Submission in any media, software or technology of any kind now existing or developed in the future.

Operators of public search engines have the permission to use functionalities like spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion. You agree not to collect or harvest any personally identifiable information, including account names, from the Site/App, nor to use the communication systems provided by the Site/App for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to its User information, transaction data, or communication.

You shall be financially responsible for your use of the Rupeerabbit App and Site (as well as for use of your account by others, including without limitation minors living with you). You undertake to supervise and be responsible for all usage of minors of the Rupeerabbit App and access of the Site under your name or account and absolve the Company from any liability on this account. You also warrant that all information supplied by you or members of your family for using the Rupeerabbit App and accessing the Site, including without limitation your name, email address, mobile number, debit/credit card number or bank account is correct and accurate, and belongs to you. Failure to provide accurate information may subject you to civil and criminal penalties.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Rupeerabbit App, including, without limitation, modems, hardware, software, telephone service and Internet Access. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Rupeerabbit App Service.

You agree that the Company may directly or through third party service providers send information to you about the various services offered by the Company from time to time.

LINKS TO OTHER SITES

The Site may contain the links or pointers to other websites but you should not infer or assume that the Company operates, controls, or is otherwise connected with these other websites. When you click on a link within the Site, the Company may not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website. Please be careful to read the terms of use and privacy policy of any other website before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website.

The Company is not responsible for the content or practices of any other website even if it links to the Site and even if the website is operated by a company affiliated or otherwise connected with the Company. You acknowledge and agree that the Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site.

COLLECTION AND USE OF PERSONAL INFORMATION

For information about the Company's policies and practices regarding the collection and use of your personally identifiable information, please read the Privacy Policy as available on the Site.

The Privacy Policy is incorporated by reference and made part of these Terms. Thus, by agreeing to these Terms, you agree that your presence on the Site and use of the Rupeerabbit App are governed by the Company's Privacy Policy in effect at the time of your use. The Company reserves the right to disclose any information that is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to the Company. The Company can further disclose your name, phone number, email, as it in its sole discretion believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

DISCLAIMER OF WARRANTIES AND LIABILITY

You understand and agree that the Company provides the Rupeerabbit App on an 'as-is' 'with all faults' and 'as available' basis. You agree that use of the Site or the Rupeerabbit App is at your own risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

No representations, warranties or guarantees whatsoever are made by the Company as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the service will be uninterrupted, timely, secure, or error-free; (c) the quality of any services, content, information, or other material on the website and the Rupeerabbit App will meet your expectations or requirements; (d) any errors in the Site and the Rupeerabbit App will be corrected; (e) warranties against infringement of any third party intellectual property or proprietary rights; or (f) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.

The Company does not warrant that any of the software used and or licensed in connection with the Rupeerabbit App will be compatible with other third party software or devices nor does it warrant that operation of the Rupeerabbit App and the associated software will not damage or disrupt other software or hardware.

The Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Site or the Rupeerabbit App, whether based in contract, tort, strict liability, or other theory, even if the Company have been advised of the possibility of damages.

In the event any exclusion contained herein be held to be invalid for any reason and the Company or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of the Company or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding the charges or amounts paid by you via the App in the month preceding the date of your claim.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, the Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of:

Any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder;

- Your use or misuse of or access to the Site or the Rupeerabbit App;
- Your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; or
- Any claim that you have caused damage to a third party.

The Company reserves the right, at its own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Company's defence of these claims.

TERMINATION OF ACCOUNT, SUSPENSION OR DISCONTINUATION OF RUPEERABBIT APP SERVICE

The Company reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of the Rupeerabbit App Service (including the Content and the devices through which the Rupeerabbit App Service are accessed), with respect to any or all users, at any time without notice. You acknowledge that the Company may do so in its sole discretion. You also agree that the Company will not be liable to you for any modification, suspension, or discontinuance of the Rupeerabbit App Service.

GENERAL TERMS

Grievance Redressal: Redressal Mechanism – Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Department as mentioned below via in writing or through email signed with the electronic signature to grievance@rupeerabbit.com with the word "[GRIEVANCE]" as the subject line.

Rupeerabbit Pvt. Ltd.,
E-704 Langston Apartment
Khardi, Pune - 411014
Maharashtra, India

Notice of Copyright Infringement: Our policy is to comply with all Intellectual Property Laws and to act expeditiously upon receiving any notice of claimed infringement. If you believe that any work has been reproduced on the Site or App in

a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material on our Site or App that is claimed to be infringing or to be the subject of infringing activity;
- The address, telephone number or e-mail address of the complaining party;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

All notices of copyright infringement should be sent to info@rupeerabbit.com with subject [COPYRIGHT INFRINGEMENT] and mail to:-

Rupeerabbit Pvt. Ltd.,
E-704 Langston Apartment
Khardi, Pune - 411014
Maharashtra, India

Relationship: None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner, whatsoever. This agreement is solely for your and the Company's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement.

Assignment: You may not transfer to anyone else, either temporarily or permanently, any rights to use the Rupeerabbit App or any part of the Rupeerabbit App Service. Any attempt by you to do so is void. the Company may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity.

Force Majeure: Neither Party shall have any liability for any interruption or delay, to access the Site due to Force Majeure Event. For the purposes of this clause, 'Force Majeure Event' means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the party affected thereby and which causes or results in default or delay in performance by such affected party of any of its obligations under this agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes.

Applicable Law: These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at Pune.

Limited Time To Bring Your Claim: You and the Company agree that any cause of action arising out of or related to use of the Site or the Rupeerabbit App Service must commence within Three (3) Months after the cause of action accrues otherwise, such cause of action will be permanently barred.

Survival: Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the usage period.

Non Waiver: Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

Entire Agreement: These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

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