



VCQRU
WE BUILD YOU

ACCOMPLISH TRADES SOLUTIONS (P) LTD

PAN AAQCA3749P, TAN DELA48027A, CIN - U51909DL2017PTC327398
IEC CODE - AAQCA37499, HARYANA GST - 06AAQCA3749P123
MSME UAM - HR05E0022264

Standard End User License Agreement (EULA) for VCQRU Product Genuineness Enquiry System and Business Promotion Software Services.

User Agreement: Acceptance of Terms

PLEASE READ CAREFULLY BEFORE USING THE SERVICES PROVIDED BY VCQRU AND ITS product LABEL (PRODUCT): This End-User License Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) VCQRU (Brand owned by Accomplish Trades Solutions Private Limited) that governs your use of any Software Product, installed on or made available by VCQRU.

THIS AGREEMENT is made on 27th September 2021 by and between

VCQRU, a brand owned by M/s Accomplish Trades Solutions Private Limited formerly known as Accomplish Trades Private Limited, a Company Incorporated under the "The Companies Act-2013", with its principal office at C5/629, Milan Vihar, 72 I.P. Extension, Patparganj, Delhi 1100092, and Corporate Office At- A-1101, 11th Floor, Unitech Arcadia, South City-II, Gurugram-121104, Haryana, herein referred to as 'VCQRU' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); and

Grih Prawesh Marketing Company (Supriya Brand), a Company Incorporated under the "The Companies Act-2013", and having its office at Chak - 2, B.L.B pagal, Bikaner, Rajasthan, 334808 hereinafter referred to as 'CLIENT' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

"VCQRU" and "CLIENT" individually referred to as "Party" and collectively "Parties"

WHEREAS VCQRU is a highly reputed and well known business house engaged in providing various product genuineness inquiry and Business promotion related software services through its Website (www.vcqr.com), Twitter account, Facebook account, Google + account, other social media accounts, retail outlets, mobile-cellular technology, post/courier as well as through its call-centre services;

AND WHEREAS VCQRU has assured the CLIENT of providing various goods & services related to Labels and Paytm Cashback Scheme Services;

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AND WHEREAS the Parties after discussions on the terms on which VCQRU should render services to the CLIENT have arrived at this agreement on the following terms;

- 1) VCQRU shall provide various goods & services to the client, such as Label Supply and Paytm Cashback Services to client's customers/plumbers.
- 2) To facilitate quick and timely service, at the request of the CLIENT, VCQRU has agreed to offer a support of Operation Manager, backed by a team of qualified professionals. Communication will be via email with the additional facility of an India Toll Free phone number.
- 3) This User Agreement ("Agreement") is applicable to all VCQRU Services. In addition to this Agreement and depending on the Services opted for by the client, the client may be required to read and accept the relevant terms and conditions of service for each such Service, which may be updated or modified by VCQRU from time to time.
- 4) The Client further agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that the VCQRU's name is stated as the source. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or noncommercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.
- 5) VCQRU has endeavoured to ensure that all the information provided by it is correct, but VCQRU neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information. VCQRU makes no warranty, express or implied, concerning the Website and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of any such information.
- 6) In no event shall VCQRU be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services or resulting from any goods, information or services purchased or obtained or messages received or transactions entered into through the services; (c) unauthorized access to or alteration of the Client's transmissions or data; (d) any delay in result of inquiry (e) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with availing services from VCQRU
- 7) VCQRU reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental

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request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in

VCQRU's sole discretion. VCQRU will not disclose to / share any of its service user's data with Third Parties, Political Parties & Competitors

- 8) After receipt of material, in case of any issue in material you need to report us back about the same within 24 to 48 hours. VCQRU will not be responsible if the report about material issue will be received after given time.
- 9) VCQRU reserves the right, in its sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without notices per orders from Government agencies.
- 10) VCQRU reserves the right to charge fees for its services and products, as well as transaction fees based on certain completed transactions using the VCQRU Services. VCQRU further reserves the right to alter any and all fees from time to time, without notice.
- 11) The Client shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the VCQRU Services.
- 12) The Client also agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website; and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the Client provide any information that is untrue, inaccurate, not current or incomplete or VCQRU has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VCQRU has the right to suspend or terminate the Client's registration and refuse any and all current or future use of the Website and/or any Service.
- 13) Without prejudice to the other remedies available to VCQRU under this agreement, or under applicable law, VCQRU may limit the Client's activity, or end the Client's listing, warn other Client's of the Client's actions, immediately temporarily/indefinitely suspend or terminate the Client's registration, and/or refuse to provide the Client with access to the website if:
 - (a) the Client is in breach of this agreement, and/or the documents it incorporates by reference;
 - (b) VCQRU is unable to verify or authenticate any information provided by the Client, or
 - (c) VCQRU believes that the Client's actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the Client, other Client's of the website and/or VCQRU.

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- 14) The Parties agree to indemnify, defend and hold harmless each other from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by such Party by any third party or consumer that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the Parties pursuant to this Agreement. The Client also agrees that VCQRU shall not be liable for any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) for delay, non-delivery of results or messages due to malfunction of third party operator's services like internet services, SMS services, social media services, email / fax services etc. which are beyond the control of VCQRU.
- 15) This Agreement may be terminated by either the Client or VCQRU through a written notice to the other. VCQRU shall not be liable to the Client or any third party for termination of any Service. Should the Client object to any terms and conditions of this Agreement, or become dissatisfied with the Service in any way, the Client's only recourse is to immediately: (a) discontinue use of the Website/Service; and (b) notify VCQRU of such discontinuance.
- 16) Upon termination of the Service, Client's right to use the Website/Services and software shall immediately cease. The Client shall have no right and VCQRU shall have no obligation thereafter to execute any of the Client's uncompleted tasks or forward any unread or unsent messages to the Client or any third party. Once the Client's registration or the Services are terminated, cancelled or suspended, any data that the Client has stored on the Website may not be retrieved later.
- 17) All notices and communications (including those related to changes in the agreement, Service, termination of Service etc.,) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address:
- (a) If to VCQRU, at sales@VCQRU.com and/or at the address posted on the Website.
 - (b) If to a non-registered Client, at the communication and/or email address specified in the application form availing of a VCQRU Service.
 - (c) If to a registered Client, at the communication and/or email address specified in the registration form. Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.
- 18) This agreement shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Gurugram.

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19) Unless otherwise agreed, VCQRU may invoice you:

- (a) For the labels supplied to you and the Paytm cashback services availed by you.
- (b) The Party shall make the Payment of the Invoice/s Issue to you and Deduct TDS if required and will also provide TDS Certificate so that the same can be claimed by VCQRU from Governing Bodies.
- (c) Payment to be made within 30 days from the date of receipt of Invoice.
- (d) At the start of the Paytm Cashback activity Client will pay 100% advance of total value to be transferred to the beneficiaries, and after that as and when invoice is raised, payment will be released accordingly. VCQRU will share all the details to user Like, Amount, Beneficiary Name, Account Number, Bank Name & any other information related to fund transfer to beneficiaries.
 - i) Payment for Printed Labels & Paytm Cashback Invoice will be done as per the invoice.
 - ii) The amount of Printed Labels will be done all at once.

20) All disputes are subject to Gurugram jurisdiction only.

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement on this 05th day of February 2021 in the presence of;

For Accomplish Trades Solutions Pvt. Ltd.

For Grih Prawesh Marketing Company (Supriya Brand)

Name:
Designation:

Name:
Designation:

WITNESS:

WITNESS:

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Md. Nurul