



TERMS OF USE OF PLATFORM
WITH EFFECT FROM 1st MARCH, 2021

Welcome to Ayekart!

This is a legal agreement (hereinafter referred to as “**Terms of Use**”) between you (the person accessing, viewing or otherwise using the Platform (as defined hereinafter), and hereinafter referred to as “**You**”, “**Your**”, “**Yourself**” or “**User**” as per the context) and **AYEKART FINTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 having its the registered office at 108 Sujata Niketan CHS Ltd., Rani Sati Road, Malad East, Mumbai, Maharashtra - 400097, or any of its subsidiaries which term shall include its Affiliates, permitted assigns and successors (hereinafter referred to as “**Ayekart**”, “**Company**”, “**We**”, “**Our**” or “**Us**”)

The Company owns and operates mobile/web applications, by the trade names “Ayekart Hisab”, “Ayekart Business” and “Ayekart Consumers” (the “**Apps**”) available on the Google Play Store, iOS and other similar platforms and also operates a website <https://Ayekart.com/> (the “**Website**”). The App and the Website shall be together referred to as the “**Platform**”.

These Terms of Use constitute a binding and enforceable legal contract between the Company and the User(s) or any end user(s) of the Platform.

By accessing or using this Platform, You agree to be bound by these Terms of Use, Privacy Policy (as defined below), and such other agreements as may be adopted by Us from time to time (hereinafter referred to as the “**Agreements**”). Please read these Agreements carefully before using our Platform, availing any of our Services (*as defined below*) or entering into any Transaction (*as defined below*) on this Platform.

These Terms of Use apply to your visit to and your use of the Platform to avail the Services whether through a computer, a mobile phone or any other device, as well as to all information provided by you on the Website. By visiting the Platform or by accessing the Website to avail our Services, you irrevocably accept and you shall abide by all the obligations stipulated in these Terms of Use as well as the Company’s Privacy Policy, both as may be amended from time to time.

1. GENERAL

- 1.1. If You transact on the Platform, You shall be subject to the Agreements / that are applicable to the Platform for such Transaction. By using the Platform, You shall be contracting with Ayekart, and these Terms of Use including the Agreements constitute Your binding obligations, with Ayekart.
- 1.2. For the purposes of these Terms of Use, the following terms shall have the meaning ascribed to them herein:

1.2.1. **“Personal Information”** means any information that relates to a natural person which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

1.2.2. **“Privacy Policy”** shall mean the privacy policy applicable to the Platform and available at <<>>.

“Services” means the services provided/ proposed to be provided by Ayekart through the Platform from time to time including (i) online digital ledger book / record book wherein the Users, can record their ledger entries with their respective customers (ii) allows Users to generate a payment link which can be sent to their respective customers, (iii) allowing the User to generate invoices and maintain stock register, (iv) allowing the User to maintain their staff attendance and salary, (v) allows the User to advertise, sell their products to other merchants and retailers (vi) allows retailers and business entities to directly sell to consumers (vii) any other services that maybe introduced from time-to-time.

1.2.3. **“Transaction”** means availing any Services on or through the Platform;

2. **ACCEPTANCE OF TERMS**

By registering for and/or using the Platform in any manner, You agree to all of the terms and conditions contained herein, which also incorporate the Privacy Policy and all other operating rules, policies and procedures that may be published from time to time by Ayekart, each of which is incorporated herein by reference and each of which may be updated by Ayekart from time to time without notice to You in accordance with the terms set out under the "Modification of Terms of Use" section below. In addition, some Services offered through the Platform may be subject to additional terms and conditions specified by Ayekart from time to time; Your continued use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all Users and visitors of the Platform. If the User does not agree to any of these Terms of Use or comply with the requirements herein, the user is requested to cease using and visiting the Platform or use the Services.

3. **SIGNING UP AND ON-BOARDING**

3.1. A User is required to create a profile/sign-up on the Platform (**“Profile”**) using phone number among other details to use/peruse the Services of the Platform. In addition to setting up username and password to create the Profile, the User will be required to furnish certain details, including but not limited to phone numbers and details of its customers and businesses. The User represents, warrants and covenants that the information for Profile creation provided by the User shall be accurate, truthful, and complete (including, but not limited to Your name ("Username"), e-mail address and a password) and that You shall keep Your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in termination of the Profile on the Platform and denial of Services, at the discretion of Ayekart..

3.2. Registration as a User and creation of Profile is only a one-time process and if the User has been previously registered, the User shall login / sign into the Profile using the same credentials as provided during the registration process.

3.3. The User shall:

3.3.1. Not provide any false Personal Information to Ayekart or create any account for anyone other than him/herself without such person's permission;

3.3.2. Not use a username that is the name of another person with the intent to impersonate that person;

- 3.3.3. Not use a username or Profile that is subject to any rights of a person other than the User without appropriate authorization; or (d) use a username that is a name that is otherwise offensive, vulgar, obscene or otherwise unlawful;
- 3.3.4. immediately notify Ayekart in writing of any unauthorized use of Your account, or other account related security breach of which the User becomes aware;

3.4. The User represents and warrants that the User is an Indian resident and if the User is an individual, the User is of legal age to form a binding contract, or that if the User is registering on behalf of an entity, that the User is authorized to enter into, and bind the entity to, these Terms of Use and register on the Platform. Access to the Platform is not available to individuals who are younger than 18 (eighteen) years old. Ayekart may, in its sole discretion, refuse to offer the access to the Platform to any person or entity and change its eligibility criteria at any time. The User is solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to the User and the right to access the Platform is revoked where these Terms of Use or use of the Platform is prohibited and, in such circumstances, the User agrees not to use or access the Platform in any way.

3.5. The User agrees to receive communications from the Company regarding: (i) information relating to transactions recorded on the Platform; (ii) requests for payment; (iii) new product launches and offers for the user (iv) information about the Company and the Services; (v) promotional offers and services from the Company and its third-party partners, and (vi) local and international news of interest (vi) any other matter in relation to the Services.

3.6. The User further agrees and undertakes to promptly update its details on the Platform in the event of any change or modification of such details. The User is solely responsible for maintaining the security and confidentiality of its username and password and agrees to immediately notify the Company in writing at cybersecurity@Ayekart.com of any unauthorized use of its Profile or any other breach of security. The User expressly agrees to be liable and accountable for all activities that take place through its Profile in furtherance of the use of Service or otherwise. The Company expressly excludes any liability for any unauthorized access to a User's Profile.

4. KNOW YOUR CUSTOMER POLICY

Users may be required to upload certain information and documents to ascertain their eligibility to use certain features and functionalities of the Services including but not limited to their identification documents (“**KYC Documents**”). The User agrees and warrants to provide valid, true, complete, and up-to-date KYC Documents and any other document that maybe necessary for accessing certain services on the platform.

The User hereby authorizes the Company and the third-party service providers engaged with or by the Company, or interact with in connection with using the Platform to process KYC Documents and ascertain the User's eligibility. It is hereby clarified the permission of use and processing of the KYC Documents by a third-party service provider is concerned, the same shall be governed by the relevant policies of such third-party service provider.

The User further acknowledges that in an event of providing an incorrect or misleading information, the act shall constitute a material breach of these Terms, and the User's access to certain features of the Services may be limited or denied in such event.

5. USER RESPONSIBILITIES

- 5.1. The Company does not accept any responsibility or liability for any loss or damage the User may suffer or incur if any information, documentation, material, or data provided to avail the Services is incorrect, incomplete, inaccurate, or misleading, or if the User fails to disclose any material fact.
- 5.2. The User hereby represents and warrants that all information that is provided by the User through or in relation to the Services is valid, complete, true, and correct on the date of acceptance of the Terms and the user shall update the documents if there is any change, so the documents continue to be valid, complete, true, and correct throughout the duration of the User's use of the Platform.
- 5.3. The User shall be solely responsible for ensuring compliance with applicable laws and shall be solely liable for any liability that may arise due to a breach of its obligations in this regard.
- 5.4. While the Company uses commercially reasonable efforts to provide Users with a daily backup of their Transaction Information, Users should regularly and independently save, backup, and archive such Transaction Information.
- 5.5. By using the Platform to avail any Services, the User agrees that the User is involved in the transmission of sensitive and Personal Information, including but not limited to registration information and mobile number (collectively "SPI"), which falls within the ambit of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. Ayekart shall take necessary steps to secure and maintain the confidentiality of the SPI that is transmitted in compliance with the Privacy Policy, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Information Technology (Security of Prepaid Payment Instruments) Rules, 2017 and other applicable laws.
- 5.6. Ayekart disclaims any responsibility for any harm resulting from anyone's use, viewing, or downloading of Third-Party Content. If You access or use any Third-Party Content, You are responsible for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Any Third-Party Content offered through or available on the Platform is the Third-Party Content provider or Third-Party Content creator's (the person, persons or entity that was responsible for uploading, adding or sharing the content or materials) sole responsibility, and You agree that Ayekart shall not be liable for any damages that may result from Your use of the Third-Party Content.
- 5.7. The User shall use the Services in any manner as permitted in these Terms. The User may not:
 - use the Platform for any purpose that is prohibited by these Terms of Use or other Agreements. The User is responsible for all of its activity in connection with, and use of the Platform. Additionally, User shall abide by all applicable local, state, national and international laws and regulations and, if User represents a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to Your industry.
 - use the Services to transmit any data or send or upload any material that contains viruses, or any other harmful programmes or similar computer code designed to adversely affect the operation of any mobile, computer software or hardware, or any other device;
 - use any robot, any other automated process or device, or manual process to monitor or copy the Platform or Services or any portion thereof;
 - Infringe either directly or indirectly any third-party's rights, including but not limited to copyrights, patents, trademarks, or trade secrets, right of publicity or other right of any other person or entity or violates any law or contractual duty or obligations of confidentiality;;
 - use the Services in furtherance of / to engage in any activity or publish content which may be 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 whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

- violate applicable laws in any manner in its use of the Platform.
 - users are expected to ensure that the goods and services they send payment links for are in compliance with all applicable laws; generating payment link for prohibited content may result in the suspension or removal of user's account. The User shall not use the Services for any sale or supply of prohibited products or services as notified by the laws of the land.
- 5.8. The User shall be solely responsible for compliance with all the applicable laws including without limitation the Prevention of Money Laundering Act, 2002 and the rules made thereunder. The Company shall not be responsible for any claims or liability or losses that may arise due to non-compliance of the anti-money laundering laws in India.
- 5.9. The User shall not (directly or indirectly):
- 5.9.1. take any action that imposes or may impose (as determined by Ayekart in its sole discretion) an unreasonable or disproportionately large load on Ayekart (or its third-party providers') infrastructure;
 - 5.9.2. interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform or bypass any measures Ayekart may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform);
 - 5.9.3. run any form of auto-responder or 'spam' on the Platform, use manual or automated software, devices, or other processes to 'crawl' or 'spider' any part of the Platform, or harvest or scrape any content (including but not limited to Third-Party Content) from the Platform;
 - 5.9.4. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Platform or content (including but not limited to Third-Party Content), except as expressly authorized by Ayekart;
 - 5.9.5. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any hardware, or source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
 - 5.9.6. copy, rent, lease, distribute, or otherwise transfer any of the rights that You receive hereunder;
 - 5.9.7. delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify;
 - 5.9.8. use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, onto the Platform or any operating system;
 - 5.9.9. make false or malicious statements against the Platform or Ayekart; or
 - 5.9.10. otherwise take any action in violation of Ayekart's guidelines and policies.

6. TRANSACTION

- 6.1. The Users may upload information relating to transactions with their customers or relating to their businesses, including the sale of goods or services, costs, amounts paid and payable, and details of goods and services, on the Platform (such information is referred to as "Transaction Information"). Transaction Information may be exchanged between the Users and their

customers through telephonic calls, text message, email, or other electronic mediums that would depend on the contact details of Users and their customers provided on the Platform.

- 6.2. The User shall be solely responsible for obtaining consent from its customers and the Company shall assume that such consent as required is received by the User, if the User provides details of such Transaction Information relating to any of such customers at any time during the use of the Platform.
- 6.3. The user before uploading any customer information should undertake the following:
 1. Before creating or uploading the first Transaction Information with respect to user's customers, the User shall inform such customers of its use of the Platform to record such Transaction Information and Transaction Information related to future transactions and seek such customer's express consent in this regard to create the profile of the customer on the Platform, which will require sharing such customer's phone number and contact details with the Company;
 2. With this approval the customers of the user may receive communications from the Company regarding but not limited to: (a) information relating to their transactions recorded on the Platform; (b) requests for payment; (c) information about the Company and the Services; (d) promotional offers and services from the Company and its third-party partners, and (e) any other matter in relation to the Services.
 3. If such customers fail to provide consent, or withdraw consent, the User shall immediately cease to use the Services in relation to such customers.

7. INTELLECTUAL PROPERTY

- 7.1. All rights, title, and interest in and to the Platform and Services, including all intellectual property rights arising out of the Platform and Services, are owned by or otherwise lawfully licensed by the Company. You shall abide by and maintain all copyright notices, information, and restrictions contained in any such content provided by Ayekart accessed through the Platform.
- 7.2. Subject to these Terms of Use, the Company permits the User a non-exclusive, non-transferable, revocable, and limited licence to use the Platform and Services in accordance with these Terms and its written instructions issued from time to time.
 - 7.2.1. The User should assume that everything the User sees or reads on the Platform is protected under the Indian Copyright Act, 1957 and other intellectual property laws of India and may not be used except with the prior written permission of the Company.
 - 7.2.2. The Company may freely use, copy, disclose, publish, display, distribute without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of the User's intellectual property rights.

The contents of this Platform, including but not limited to the text and images herein and their arrangements, unless otherwise noted, are copyright-protected in the whole and every part of this Platform and the same belongs to the Company and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in or on any media to any person without the prior written consent of the Company. Use, reproduction, distribution or storage of any content provided by Ayekart other than for personal, non-commercial use is expressly prohibited without prior written permission from Ayekart, or from the copyright holder identified in the copyright notice of the content provided by Ayekart, as applicable. User shall not sell, license, rent, or otherwise use or exploit any content provided by Ayekart (i) for commercial (whether or not for profit) use, without the prior written consent of Ayekart, or (ii) in any way that violates any third party right.

- 7.3. Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to the Company's or any third party's intellectual rights.
- 7.4. The User Must:

- 7.4.1. not copy, transmit, display, perform, distribute (for compensation or otherwise), license, alter, store or otherwise use the Platform or any of its components;
- 7.4.2. not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that You do not own or have express permission to modify;
- 7.4.3. not make false or malicious statements against the Platform, allied services or Ayekart;
- 7.4.4. not use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system;
- 7.4.5. not engage in any form of antisocial, disrupting, or destructive acts, including 'flaming', 'Spamming', 'flooding', 'trolling', 'phishing' and 'griefing' as those terms are commonly understood and used on the internet;
- 7.4.6. not use the Platform or any allied services in a way that could damage, disable, overburden, impair or compromise the Platform, our systems or security or interfere with other Users;
- 7.4.7. not carry out reverse engineering in respect of the hardware or software underlying the Platform or any part thereof; and
- 7.4.8. comply with any applicable law and regulation relating to downloading, using or otherwise exporting the technology used or supported by the Platform or allied services, which may include but is not limited to not using the Platform in a country where the use of the Platform or any allied service is unlawful.

7.5. All content provided by Ayekart is made available as is and without any representations or warranties whatsoever, and Ayekart hereby disclaims any implied warranties, including but not limited to warranties of fitness for use, accuracy, merchantability, and non-infringement.

8. THIRD PARTY CONTENT AND SERVICES

- 8.1. The Services may include services, documents, and information owned by, licensed to, or otherwise made available by a third party ("**Third Party Services**") or contain links to Third Party Services. Users understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that use of such Third-Party Services is solely at their own risk.
- 8.2. The Company makes no representations and hereby expressly excludes all warranties and liabilities arising out of or pertaining to such Third-Party Services, including their accuracy or completeness. Further, all intellectual property rights in and to Third Party Services are the property of the respective third parties.
- 8.3. The Company enables payments via payment service providers partners and the User should take care not to share his personal UPI pin or OTP with any third party intentionally or unintentionally. The Company never solicits information such as UPI pin or OTP over a call or otherwise.
- 8.4. The Company shall not be liable for any fraud due to the sharing of such details by the User. The providers providing Third Party Services / PSP partners shall not be liable for any fraud due to sharing of such details by the User.
- 8.5. All Third-Party Content on the Platform, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. Ayekart cannot guarantee the authenticity of any Third-Party Content or data which Users may provide about themselves. The User acknowledges that all Third-Party Content accessed using the Platform is at User's own risk

and User will be solely responsible and liable for any damage or loss to the User or any other party resulting therefrom and Ayekart shall have no liability towards You or any other party for any damage or loss resulting from such Third-Party Content.

- 8.6. For purposes of these Terms of Use, the term "**Third-Party Content**" includes, without limitation, any location information, "floats", logos, images, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Ayekart on or through the Platform.

9. TERM AND TERMINATION

- 9.1. These Terms of Use shall remain in effect unless terminated in accordance with the terms hereunder.

9.1.1. The Company may terminate a User's access to or use of the Services, or any portion thereof, immediately and at any point, at its sole discretion, if the User violates or breaches any of its obligations, responsibilities, or covenants under these Terms or the Agreements.

9.1.2. If User wishes to terminate Profile, User may do so by (i) following the instructions on the Platform or (ii) contacting Ayekart.

- 9.2. All provisions of these Terms of Use which by their nature should survive, or are expressly stated as surviving, termination shall survive termination of these Terms of Use, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 9.3. Notwithstanding anything to the contrary contained in the Terms, upon termination of a User's access to or use of the Services, all amounts or outstanding payment due by user in relation to user use of or access to the Services, if any, shall become immediately payable.

10. COOKIES

- 10.1. We employ the use of cookies. By accessing the platform, you agreed to use cookies in agreement with the platform's Privacy Policy.

- 10.2. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

11. DISCLAIMERS AND WARRANTIES

- 11.1. The use of the Services is at User's sole risk.

- 11.2. User acknowledge and agree that the Company is not engaged in the provision, grant, or disbursement of any financial product. The Company is not and will not be responsible for any claim or for any damages suffered, whether by the Users, the customers of the Users or any other person or party, that are related, directly or indirectly, to or arise out of the same including any payments made by the User or by the customers of the User using the payment link generated using the Platform. The User further agrees and undertakes to retain proof of sale documentation (in electronic or physical form) in connection with each payment link it generates or sends to customers.

- 11.3. To the extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis and are provided without any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, save to the extent required by applicable law.. The Company does not warrant that operation of the Services will be

uninterrupted or error free or that the functions contained in the Services will meet user requirements.

- 11.4. To the fullest extent permissible under applicable law, the Company expressly disclaims all warranties of any kind, express or implied, arising out of the Services, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, applicability, usability, appropriateness, and any warranty that may arise out of course of performance, course of dealing, or usage of trade.
- 11.5. User hereby accept full responsibility for any consequences that may arise from user use of the Services, and expressly agree and acknowledge that the Company shall have absolutely no liability with respect to the same.
- 11.6. To the fullest extent permissible by law, the Company, its affiliates, directors, employees and agents and its related parties each disclaim all liability to user for any loss or damage arising out of or due to:
 - user use of, inability to use, or availability or unavailability of the Services, including any Third-Party Services;
 - the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction or unauthorized access to the Company's records, programmes, services, server, or other infrastructure relating to the Services; or
 - the failure of the Services to remain operational for any period of time.
- 11.7. Notwithstanding anything to the contrary contained herein, neither the Company nor any of its affiliates or related parties shall have any liability to user or any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms or the Services. To the maximum extent permitted by law, user agree to waive, release, discharge, and hold harmless the Company, its affiliated and subsidiary companies, its parent companies, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of the Services.
- 11.8. Ayekart currently is not a payment aggregator or payment gateway-it is enabling payments for its users via third-party payments service providers. Ayekart may levy charges for the usage of service. In case user needs an invoice please email to support@ayekart.com.
- 11.9. All liability of Ayekart, its shareholders, affiliates, directors, employees, agents, representatives, partners, suppliers or content providers howsoever arising for any loss suffered as a result of Your use of the Platform or content (including but not limited to Third-Party Content) is expressly excluded to the fullest extent permitted by applicable law, save that, if a court of competent jurisdiction determines that liability of Ayekart, its affiliates, directors, employees, agents, representatives, partners, suppliers has arisen, the total of such liability shall be limited in aggregate to One Thousand Rupees (INR 1000).
- 11.10. Ayekart will not be liable or responsible for:
 - 11.10.1. Any instance where the transaction is unable to be completed or does not materialize;
 - 11.10.2. any failure to perform, or delay in performance of, any of Ayekart's obligations under these Terms of Use that is caused by any act or event beyond Ayekart's reasonable control, including force majeure events; (c) any failure to perform, or delay in performance of, any of Ayekart's obligations under these Terms of Use or any financial loss that is caused by an assigned partner(s) or third-party service; (d) the Platform not meeting Your individual requirements or the Platform containing defects or errors, as the Platform has not been developed specifically for You. It is Your responsibility to ensure that You use the Platform if the facilities and functions of the Platform meet Your requirements; (e) any loss or damage caused by a distributed denial-of-service, viruses

attack, or other technologically harmful material that may infect Your device, data or other proprietary material due to Your use of the Platform.

11.11. Additionally, by using the Platform and allied services, You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information You send using the Platform or any allied services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

11.12. To the maximum extent permitted by applicable law, in no event shall Ayekart, nor its affiliates, directors, employees, agents, representatives, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory or otherwise (and whether or not Ayekart, its affiliates, directors, employees, agents, representatives, partners, suppliers or content providers had prior knowledge of the circumstances giving rise to such loss or damage) with respect to the Platform, allied services or content (including but not limited to Third-Party Content) for: (a) the use or the inability to use the Platform; (b) indirect, remote or consequential losses or damages; (c) loss of actual or anticipated profits; (d) loss of revenue; (e) loss of goodwill; (f) unauthorized access to or alteration of Your transmissions or loss of data; (g) loss of anticipated savings; (h) wasted expenditure; (i) cost of procurement of substitute goods or services; or (j) any other matter relating to the Platform, content or allied service.

11.13. Without prejudice to the foregoing, none of the affiliates, directors, employees, agents, representatives, partners, suppliers or content providers of Ayekart shall be personally liable for any action in connection with the Platform or allied services.

12. INDEMNITY

User shall indemnify, defend at the Company's option, and hold harmless, the Company, its parent companies, subsidiaries, affiliates, and their officers, associates successors, assigns, licensors, employees, directors, agents, and representatives, from and against any claim, action, demand, lawsuits, judicial proceeding, losses, liabilities, damages and costs (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) due to or arising out of User's use or misuse of, or access to, the Platform, or otherwise, violation of these Terms of Use or any infringement by the User or any third party who may use user account with the Company, of these Terms or the rights of any other person. Ayekart reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with Ayekart in asserting any available defences.

13. MAINTENANCE OF RECORDS

User shall maintain the records of all payment transactions on the Platform independently of the Platform (by way physical copies or any other form as may deem fit) and the Company reserves the right to seek copies of such records for their own use including record keeping.

14. FEES/CHARGES

The Company reserves the right to charge convenience fee for the Services and non-payment may result in denial of Services.

15. MODIFICATION

The Company reserves the right at its sole discretion at any time to add, modify or discontinue, temporarily or permanently, the Services (or any part thereof) and Terms of Use or allied services (including without limitation, the availability of any feature, database, or content) with or without cause. The Company shall not be liable for any such addition, modification, suspension or discontinuation of the Services.

16. ELECTRONIC RECORD

This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act") and rules made thereunder as may be applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of the IT Act and the rules made thereunder that require publishing the rules and regulations, Privacy Policy and Terms of Use of the Platform.

17. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

These Terms of Use shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this Clause, courts in Mumbai shall have exclusive jurisdiction over all issues arising out of these Terms of Use or the use of the Services.

Any controversies, conflicts, disputes, or differences arising out of these Terms shall be resolved by arbitration in Mumbai in accordance with the Arbitration and Conciliation Act, 1996. The tribunal shall consist of 1 (one) arbitrator each appointed by the Company and the user. Both the arbitrators will mutually appoint the 3rd arbitrator. The language of the arbitration shall be English.

The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need to basis or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the Parties hereto.

Each party to the arbitration shall bear its own costs with respect to any dispute.

18. CONSENT TO USE DATA

1. User agree that the Company and any third-party service providers it engages, may, in accordance with its Privacy Policy, collect and use user information and technical data and related information.
2. The Company may use information and data pertaining to user use of the Services for analytics, trends' identification, and purposes of statistics to further enhance the effectiveness and efficiency of the Platform.
3. Subject to applicable laws, the Company may be directed by law enforcement agencies or the government and related bodies to disclose data in relation to Users in connection with criminal proceedings. User understand and agree that in such instances, the Company shall have the right to share such data with relevant agencies or bodies.

19. REFUND/CANCELLATION

Cancellation

- UPI Transactions cannot be cancelled after initiating the transaction. If the User has entered the wrong number/VPA ID, then the Company is not a liable party in the transaction.
- All UPI transactions are real-time and if there is any delay in the end of the transaction then the User can check with support team of Ayekart at support@ayekart.com after 1 hour of the success of the transaction or with the 3rd party through which the UPI transaction was initiated. UPI transaction cannot be cancelled once initiated. Ayekart does not take the ownership of refund of any UPI transaction made by the user.

Debit/Credit Card

- Currently, the Company have not enabled Debit/ Credit Card transactions in Ayekart app. The Company will update the terms of services for this section when the Company enable Debit/ Credit Card transactions.

20. MISCELLANEOUS PROVISIONS

1. Modification – The Company reserves the right at any time to modify these Terms and to add new or additional terms or conditions on use of the Services. Such modifications and additional terms and conditions will be communicated to user and, unless expressly rejected (in which these Terms shall terminate), will be effective immediately and will be incorporated into these Terms. In the event user refuse to accept such changes, these Terms will terminate.
2. Severability - If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
3. Notices - All notices, requests, demands, and determinations for the Company under these Terms (other than routine operational communications) shall be sent to support@ayekart.com
4. Assignment - These Terms of Use are personal to You, and are not assignable, transferable or sublicensable by You except with Ayekart prior written consent. Ayekart may assign, transfer or delegate any of its rights and obligations hereunder without Your consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.
5. Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.
6. In respect of these Terms of Use and Your use of this Platform, allied service, or content, nothing in these Terms of Use shall be deemed to grant any rights or benefits to any person, other than Us and You (and Ayekart’s and Your respective successors in title or assignees), or entitle any third party to enforce any provision hereof, and Ayekart and You agree that Ayekart does not intend that any provision of these Terms of Use should be enforceable by a third party by virtue of the Indian Contract Act, 1872 or other applicable laws.

21. CONTACT

- 21.1. In accordance with the Information Technology Act, 2000 and rules made there under and other applicable laws, the name and contact details of the Grievance Officer are provided below: You may write to the Grievance Officer at the following address:

Name: Sanjay Shah

Address: 108, Sujata Niketan, Rani Sati marg, Near Malad station , Malad East, Mumbai 400097

Email: admin@ayekart.com

Phone Number: +91 83084 12209

- 21.2. Please contact Grievance Officer for any questions or comments (including all inquiries related to copyright infringement) regarding the Platform.

21.3. Except where required by applicable law, Ayekart cannot ensure a response to questions or comments regarding topics unrelated to the terms of this Terms of Use or Ayekart's privacy practices.

These Terms also include the Company's privacy policy, available under "Privacy Policy" section and any internal guidelines, supplementary terms, policies, or disclaimers made available or issued from time to time. By continuing to access or use the Platform, or any Service on the Platform, user signify acceptance of the Terms. Further, user understand that the Platform is intended for the use of Indian residents only and by continuing access and/use of the Platform shall be construed as a deemed declaration that user is an Indian resident.

The Company reserves the right to make changes to these Terms by posting the new/updated version and user continued use and/or non-deletion of the Platform shall indicate user agreement to such changes. Accordingly, the Company encourages user to kindly continue to review the Terms whenever accessing or using the Platform so as to be abreast with the changes that we may be carrying out to these Terms.