

## TERMS OF USE OF PLATFORM

Welcome to “Ayekart”

The Company Ayekart Fintech and/or Ayekart Agro owns and operates mobile/web applications, by the trade names “Ayekart Hisab”, “Ayekart Business”, “Ayekrishi”, “AyeRise” , “AyeXen” 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/or the Website shall be 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/or 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 and/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.

For purposes of this Platform, our use of the term “Information” means any and all information we receive from or about you. This may include (without limitation) information collected from you directly or indirectly, manually or otherwise, or via electronic, automatic or other means, including (without limitation) via stationary, mobile or any other devices. Such information may include information (i) which you provide during the course of your use of our website or your use of our services or our platform (the “Services”); (ii) collected about you, your business, and the technology you are using, and (iii) which we receive about you from third parties or other sources.

### Definitions

“**Non-Personal Information**” means Information which does not personally identify a person.

“**Personal Information**” means Information related to a natural person that can be used to directly or indirectly identify the person, such as names, addresses, e-mail addresses, and phone numbers, as well as other non-public information that is associated with the foregoing.

“**Privacy Policy**” shall mean the privacy policy applicable to the Platform.

“**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.

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

### ACCEPTANCE OF TERMS

We obtain and use Information in accordance with this Agreement. We will ask for your consent before using Personal Information in a manner other than as set out in this Agreement.

By using our services or visiting our site or submitting information through the services or via our site, you expressly consent to the collection, processing, and use of your information in accordance with this agreement, including the collection, use, disclosure, storage, transfer and processing of your information, including your personal information, as described herein. your information, including your personal identifiable information, may be processed in the country where it was collected as well as in other countries where laws regarding the processing of information, including personal information, may be less stringent than the laws in your country.

If you do not agree with our privacy policy, please do not use our site, platform, or services.

## **SIGNING UP AND ON-BOARDING**

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.

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.

The User shall:

- Not provide any false Personal Information to Ayekart or create any account for anyone other than him/herself without such person's permission;
- Not use a username that is the name of another person with the intent to impersonate that person;
- 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;
- Immediately notify Ayekart in writing of any unauthorized use of Your account, or other account related security breach of which the User becomes aware;
- 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.
- 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.
- 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](mailto: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.

## **HOW WE OBTAIN AND COLLECT YOUR PERSONAL INFORMATION**

You may provide us with your personal information voluntarily. However, we may also receive personal information about you from third parties such as marketing agencies, market research companies, our suppliers, contractors and consultants of our Affiliates, your colleagues and business contacts, public websites, and public agencies.

We collect Personal Information that you give us by filling in forms, using our Services, contacting us, setting up an account with us, or by contacting us by phone, email or other means; and that we learn about you from our business interactions, communications, and dealings with you.

We also collect Personal Information you communicate to other users of the Services or the Site through the Services

or the Site. However, we are under no obligation to review, and assumes no responsibility or liability relating to, such communications.

We also collect Personal Information automatically when we receive and store certain types of information automatically when you interact with the Sites or use the Services.

## **INFORMATION WE COLLECT**

### **WE COLLECT THE FOLLOWING PERSONAL INFORMATION:**

When the organization that you represent becomes a customer and/or you become a user of our Services, we may collect the following types of information: your first and last names; gender; date of birth; government-issued identification and/or number; photo identification; address; fax; country of residence; nationality; place of birth; country of birth; your company and/or personal email address; your telephone number; your company name; your job title; your company's industry, trade details and regulated status; general information about your interest in our products and services; information provided when you correspond with us; any updates to information provided to us; information you provide to help us provide you with improved services; information about your marketing preferences, and personal information we collect about you or that we obtain from our third party sources.

Whenever you contact us or respond to our communications (e.g., in email, telephone, or writing), we receive your contact information and any other personal information you choose to provide us. We will use such information to fulfil your requests or to provide services.

We collect Personal Information when you use or request information about our Services, subscribe to marketing communications, request support, complete surveys, or sign up for and/or attend events we participate in.

Your communications with other users of the Services or the Site may be monitored, recorded and/or reviewed.

In addition, the following information is created and recorded automatically when you visit our Site or use our Services:

Technical information, including the Internet protocol (IP) address used to connect your computer to the internet address; the website address and country from which you access information; the files requested; browser type and version; browser plug-in types and versions; operating system; and platform. We use this personal information to administer our Site, to measure the efficiency of our systems and to undertake an analysis on the locations from which people access our webpages; and

Information about your visit and your behaviour on our Site or our Services. This may include the website you visit before and after visiting our Site (including date and time), time and length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, traffic data, location data, weblogs and other communication data and information provided when requesting further service or downloads.

## **COOKIES**

We, and third parties we may partner with, may store and retrieve information on and from your browser by placing a small text file called a "Cookie" in the browser files of your computer, smartphone, or other device. By using the Services or the Site, you agree that we may use, store, and access Cookies on and from your computer, smartphone, or other device. For more information about Cookies and how we use them, please visit our Cookies Policy.

## **NON-PERSONAL INFORMATION**

Non-Personal Information may be collected, processed, and used in accordance with applicable law, for any and all purposes we deem fit. Generally, the information collected is used only for our own internal purposes, for example, to improve the Services and the Site, to improve our marketing and promotional efforts, to improve customer service, and to improve content and Site offerings, and may also be used by us to contact you to provide you with information which we believe may be useful to you. We believe that these uses allow it to improve the Services and our Site and to better tailor them to meet customers' needs.

## **USE OF PERSONAL INFORMATION**

In general, Personal Information you submit to us, or that is obtained by us, is used:

- to create and manage the business relationship,
- to provide and support our services to the organization you represent,
- to improve our Services,
- to communicate with you about our Services,
- to send you notifications regarding your use of the Services or the Site,
- to send you notifications by various means, including regular mail, email, telephone, including voicemail, or SMS (text message)
- to respond to requests that you make,
- to bill you, to resolve fee disputes and for other associated billing services,
- to further new services or products,
- to operate, maintain, and improve the features, functionality, and performance of our Site and Services,
- to comply with our legal obligations;
- to comply with our regulatory obligations;
- to monitor compliance with our rulebooks and contractual terms of use;
- to better understand our customers and the way they use and interact with our Site and our Services;
- to enhance security, prevent fraud or market abuse, monitor and verify identity or service access, combat spam or other malware or security risks;
- to deliver targeted marketing and service update notices;
- to facilitate events we participate in and communicate with you about those;
- to enforce our agreements with third parties;
- to protect our business and to enforce and exercise our rights.

Furthermore, we may create anonymized information from Personal Information by excluding information that makes the information personally identifiable to you. We may use this anonymized information for internal purposes, such as analyzing usage patterns, so that we may enhance the Site and Services, and we also reserve the right to use and disclose such anonymized information at our discretion to third parties. Such anonymized information may be deemed to be Non-Personal Information and used accordingly.

## **DISCLOSURE OF PERSONAL INFORMATION**

Except as otherwise stated in this Agreement, we will not disclose or share your Personal Information with third parties, unless you ask or authorize us to do so.

We disclose your Personal Information to our subsidiaries, joint ventures, or other companies under common control (collectively, “Affiliates”), in which case we will require our Affiliates to honor this Privacy Policy. We may provide your Personal Information to your employer and to your colleagues within the organization that you represent. We may provide your Personal Information to any legal, regulatory or governmental body that we are required to disclose information to, as well as to credit control and debt collection agencies. In addition, we may provide your Personal Information to business partners, third party service providers, and suppliers who work on our behalf (a) to provide you with some of the Services or the Site, (b) to operate, improve, understand, customize, and support the Services or the Site, (c) to help us communicate with our customers, (d) to assist us in our marketing, advertising and promotional activities (e) to analytics and search engine providers that assist us in the improvement and optimization of our Services or our Site and (f) to help us with our business and informational needs. However, we do not grant these business partners, service providers, and suppliers any independent right to use this information except to help us provide the Services, operate the Site, or for our legitimate business interests.

In the event the Company goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information will likely be among the assets transferred. You acknowledge that such transfers may occur, and that any acquirer of the Company, or a portion or all of its assets may continue to use your Personal Information as set forth in this Privacy Policy.

We may disclose Personal Information we have collected from and about you if we believe in good faith that such disclosure is necessary (a) to comply with relevant laws, (b) to respond to court orders, subpoenas, or warrants served on us, (c) to respond to an emergency, or (d) to protect and defend Company’s rights or property.

Please note that third parties you interact with, including your employer, may have their own privacy policies, and the Company is not responsible for their operations, including, but not limited to, their personal information practices. Personal Information collected by third parties, which may include contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

## **RETENTION OF YOUR PERSONAL INFORMATION**

We keep your Personal Information for as long as is necessary for the purposes for which the Personal Information is processed. The length of time for which we retain Personal Information depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise or defend our legal rights.

## **DATA TRANSFERS**

We may transfer the Information, including Personal Information, we collect about you to recipients in countries other than the country in which the information originally was collected, including but not exclusively, countries outside the European Economic Area (“EEA”). Those countries may not have the same data protection laws as the country in which you initially provided the information. By using or participating in any of our Services or the Site, and/or by providing us with your Information, you consent to the collection, transfer, storage and processing of your Information in such other countries, including countries outside of the EEA. In those cases where we transfer Personal Information collect in the EEA to Affiliates or to our service providers located in countries outside the EEA, we will take appropriate measures to ensure that the recipient protects your Personal Information adequately in accordance with this Privacy Policy. These measures may include entering into European Commission approved standard contractual arrangements designed to ensure that your Personal Information is protected.

## **LEGAL BASES FOR OUR USE OF YOUR PERSONAL INFORMATION**

We rely on both your consent and our legitimate business interests as the legal bases for processing Personal Information.

In this regard, we use your Personal Information when necessary (a) to perform our obligations under any contract with you; (b) to comply with our legal obligations (for example, complying with our legal and regulatory obligations); and (c) for our legitimate interests or the legitimate interests of others (for example, to ensure the security of our Site or Services). If we rely on our (or another person’s) legitimate interests for using your Personal Information, we will undertake a balancing test to ensure that our (or the other person’s) legitimate interests are not outweighed by your interests or fundamental rights and freedoms which require protection of the Personal Information.

If we rely on your consent for us to use your Personal Information in a particular way, but you later change your mind, you may withdraw your consent by contacting us at the e-mail address set forth in the “Contact Us” section below, and we will stop doing so.

## **LINKS TO OTHER WEBSITES**

The Services and/or the Site may contain links to other websites that are not owned or controlled by us. The provision of such links does not signify our endorsement of such websites or their content. We have no control over, do not review and are not responsible for, the privacy policies, terms of use, or content displayed on such other websites. Please be aware that the terms of our Privacy Policy do not apply to any outside websites.

## **SECURITY AND CONFIDENTIALITY**

The Company has put in place commercially reasonable protections and procedures to safeguard and secure the Personal Information we collect. However, even with these measures, we cannot guarantee the security of Personal Information. By using our Services or our Site, you acknowledge and agree that we make no such guaranty.

## **ACCESS TO, CORRECTING OR DELETING YOUR PERSONAL INFORMATION**

If we hold Personal Information about you, you may request that we correct, amend, or delete certain information where it is inaccurate, within reason and in accordance with applicable laws. Prior to fulfilling any request for information or deletion, we may require you to provide information so that we may verify your identity. Subject to applicable laws, we reserve the right to decline requests that are unreasonable, present risk to the privacy of another individual, may jeopardize the confidentiality of another party, are excessively repetitive, may require significant technical modifications to our systems. Please contact us at the address set forth in the “Contact Us” section below if you need assistance in updating or reviewing your information.

## **YOUR RIGHTS WITH RESPECT TO YOUR PERSONAL INFORMATION**

EU data protection law makes a distinction between organizations that process personal information for their own purposes (known as “Data Controllers”) and organizations that process personal information on behalf of other organizations (known as “Data Processors”).

In the limited circumstances where we act as a Data Controller, EU citizens have certain data protection rights, including:

- the right to access your Personal Information;
- the right to restrict the use of your Personal Information;
- the right to have incomplete or inaccurate data corrected;
- the right to ask us to stop processing your Personal Information; and
- the right to require us to delete your Personal Information in some limited circumstances.
- the right in some circumstances to request for us to “port” your personal data in a portable, re-usable format to other organizations (where this is possible).

We will consider all such requests and provide our response within a reasonable period (and in any event within one month of your request unless we tell you we are entitled to a longer period allowed by applicable law). Please note, however, that certain Personal Information may be exempt from such requests in certain circumstances, for example if we need to keep using the information to comply with our own legal obligations or to establish, exercise or defend legal claims. If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

#### **EXPORT OR ERASE PERSONAL DATA**

If you filled a form on this website you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal or security purposes.

You can send your email id along with request to the Grievance Officer to take necessary action in this regard.

#### **MARKETING ACTIVITIES**

We may collect and use your personal information for undertaking marketing by email telephone and mail. We may send you certain marketing communications (including electronic marketing communications to existing customers) if it is in our legitimate interests to do so for marketing and business development purposes.

We will always obtain your consent to direct marketing communications where we are required to do so by law (for example, if you have provided a personal email address to us) and if we intend to disclose your personal information to any third party for such marketing.

If you wish to stop receiving marketing communications, you can contact us at the address set forth in the “Contact Us” section below.

#### **CHANGES TO THIS AGREEMENT**

We may change this Agreement at any time by posting a new version on this page or on a successor page. The new version will become effective on the date it is posted. We reserve the right to modify this Agreement at any time, and you agree that your continued use of our Services or our Site shall constitute your acceptance of any modifications to such Privacy Policy, so please review it frequently.

#### **INTELLECTUAL PROPERTY**

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.

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.

- 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.
- 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.

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.

The User Must:

- not copy, transmit, display, perform, distribute (for compensation or otherwise), license, alter, store or otherwise use the Platform or any of its components;
- 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;
- not make false or malicious statements against the Platform, allied services or Ayekart;
- 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;
- 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;
- 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;
- not carry out reverse engineering in respect of the hardware or software underlying the Platform or any part thereof; and
- 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.

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 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.

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.

## **TERM AND TERMINATION**

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

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.

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

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.

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.

## **DISCLAIMERS AND WARRANTIES**

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

The 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.

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.

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.

The 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.

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.

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.

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@avekart.com](mailto:support@avekart.com).

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).

Ayekart will not be liable or responsible for:

- Any instance where the transaction is unable to be completed or does not materialize; any failure to perform, or delay in performance of, any of Ayekart' 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.

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.

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.

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.

## **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.

## **MAINTENANCE OF RECORDS**

User shall maintain the records of all payment transactions on the Platform independently of the Platform (by way of 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.

## **FEES/CHARGES**

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

## **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.

## **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 3<sup>rd</sup> 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.

## **REFUND/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](mailto:support@ayekart.com) after 1 hour of the success of the transaction or with the 3<sup>rd</sup> 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.

The Company has enabled Debit/ Credit/RTGS/NEFT Card transactions in Ayekart app. Ayekart does not take the ownership of refund of any unsuccessful transaction made by the user where amount is not credited in Ayekart account.

## **MISCELLANEOUS PROVISIONS**

**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).

**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](mailto:support@ayekart.com)

**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.

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.

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.

## **CONTACT**

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: Kunjal Thackar

Address: 401, 402, Shah Trade Centre, Rani Sati Marg, Malad East, Mumbai 400097, Maharashtra 400097

Email id: kunjal@ayekart.com

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

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 signifies acceptance of the Terms. Further, user understands 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.