

## KNACK - THE MERCHANT APP

### Terms of use

“Owner” refers to Madworks Ventures Private Limited.

“Service provider” refers to the owner of Knack - The Merchant App.

“The App” refers to Knack - The Merchant App in the form of the mobile Application and/or a website.

“User” refers to any person that registers on and/or uses the App and its related services.

“Client” refers to any person directly or indirectly known to the User and are managed and/or communicated with by the User through the App.

This agreement is a legal agreement between the User and the Service provider where in the User, by using and/or accessing any Services provided on Knack - The Merchant App or any related services, agrees to the terms of this agreement as well as agreements pertaining to any of the related services.

### **1. Services**

The App is designed to enable and empower its Users to manage their operations, communicate with clients and promote to win more business. The App offers services to both the Users as well as their Clients.

Users can use various tools and functions of the App to set up and update their business profile, upload their work schedule, manage Clients or groups of clients, send reminders to Clients for upcoming payments, reschedule or cancel bookings, record payments, record attendance, record messages for clients, send payment/attendance/performance reports via email and other features (the “Business Services”).

Clients have access to different tools and functions which allow them to receive messages from the Users regarding payments, rescheduled and cancelled bookings, emailed reports and other features (“Client Services” and together with the Business Services, the “Services”).

The App also allows Users to accept online payments from Clients where clients can use the shared URL link to pay outstanding amounts via a secure online payment gateway.

The App may enable access to third party service providers to complete certain Services including but not limited to verifying your identity and making payments to and accepting payments from Users of the App. The User hereby agrees to also comply with all Applicable third party terms of service when using the App.

### **2. Information collected**

“Personal information” to be detailed and in addition any specific information that either on its own in combination with other information may be used to easily identify or contact a person. In this case, this Applies to the Users who access or use the Website and/or Mobile Application. Every User will have to register on Knack – The Merchant App. The Service provider reserves the right at any time and from time to time to modify, discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

#### **A. Registration**

Users are required to register and create an account to be able to avail of the Service offered on the mobile Application and/or the website.

During the registration process, Users must provide required information which includes their legal full name; a valid email address; phone number, business name and any other information requested in order to complete the registration process and must keep their account information up to date and accurate.

The User agrees that he/she/it is the legal owner of, and that he/she/it is authorized to provide the Service Provider with all Account related information and other information necessary to facilitate the use of the Services and the App.

Further, the User may at their/its discretion opt to provide further business related information that can help in enhancing their profile, subject to not violating any terms and conditions herein or any other legal policy, for which the Service Provider shall not be liable in any manner. In case of any information provided by the User which is false, inaccurate, not current or incomplete, the Service Provider at its sole discretion reserves the right to suspend or terminate the User account and refuse to provide any further access to any of the Services.

The User’s login account can only be used by one person on one particular device. Access to the same account for multiple Users from multiple devices is not permitted. Separate accounts can be created for all multiple users such that each account will be treated independent from other registered accounts.

Users will be solely responsible for maintaining the security of their respective accounts and password. Service provider shall neither be held responsible nor liable for any loss or damages, claims of any nature whatsoever, which may arise out of the User’s failure to comply with this security obligation.

In case the User believes that the device used to access the App has been lost or stolen, that someone else is using the User’s account without their permission or that an unauthorized transfer of funds has occurred, the user shall notify the Service provider to try and minimize possible losses.

The User shall exercise its full discretion and be solely responsible for all the content posted and activity that occurs under their account, even when the content is posted by others. In any case

the Service Provider shall neither be held responsible nor liable for any acts, demands, damages, claims of any nature whatsoever, which may arise out of such use and or misuse of any information provided or activities posted on the User's account.

All information and/or activities recorded by the User which would help the User engage and communicate with their clients via their Knack account shall remain confidential with the Service Provider. The service provider may use this information to personalize the User's experience on the platform as well as monitor the platform for any misconduct or inappropriate behavior and/or any act contrary to the law and the terms and conditions herein.

All other information exchanged by the User on KNACK - The Merchant App, with the Service Provider in the form of written communication, responses to emails, etc. will be confidential with the Service Provider.

#### **B. Registration from social networking websites**

During registration or login process, the Users may opt to sign into the Mobile Application through its Facebook/Gmail accounts. In this case, the Users will be asked to enter their relevant email address and password details from either of the social networking sites and the Service Provider would like to be granted permission to access the personal information on the respective account/s signed in from (including name, profile picture, gender, networks, IDs, list of friends, date of birth, email address and any other information that must have been chosen to keep public on your Facebook /Gmail accounts). This would mean that the User would have agreed to give the Service Provider access to this information even if it had chosen to not make this information public. The Service Provider will save this information with the other information given by the Users. However, the Service Provider would note that it has no control over how any third party site chooses to use or disclose the User's personal information and therefore if any concerns regarding the disclosure of the Users personal information on any of these accounts should be directly dealt with the concerned third party site and the Service Provider will not be held liable for any problems caused due to the disclosure of such information.

#### **C. Client information**

In order to avail of the services on the App and allow the User to manage their clients, the User agrees to allow the App to access its phone contacts and record client specific and related information on the App that would facilitate provision of the services. Such information shall include but not be limited to basic personal information of the client including their full names, phone numbers and valid email addresses.

Users agree and confirm that contact details including phone numbers and email addresses of the clients to whom messages and communication materials will be sent via the App are authentic and belong to people who are known to them and either have personal, professional

or business relationships with. Users further confirm that they have not included in the list any contact details of person(s) who are not known to them.

Users confirm that you can provide, on request, an auditable acceptance or permission from all such people whom you intend to send messages or any other communication materials to using this service, to receive messages or communication materials from you via SMS and/or email.

Users agree to bear all responsibility for the messages and communication materials sent to their clients by using this service on the App. In any case the Service Provider shall neither be held responsible nor liable for any acts, demands, damages, claims of any nature whatsoever, which may arise out of such use and or misuse of any information provided or activities posted on the User's account. Users agree to indemnify the Service Provider against all complaints and claims arising out of any violations or any misuse of such information.

#### **D. Collection of Automatic information, use of cookies and other tracking devices**

The App makes use of technologies including Cookies (small pieces of information stored on hard drive), web beacons, server type, domain name, IP address to name a few, to collect, store and retain information on the User's use of the App. This information is used for data analytic purposes, to understand several trends, cater to the Users needs based on likes and dislikes, to better strategize promotional campaigns etc. While most web browsers automatically accept cookies, Users can manually modify settings to decline acceptance of cookies if they like. This however may prevent Users from using the Website as certain aspects or features of the App may be restricted on the disabling of cookies. Some cookies on the App may be linked to third party websites and the Terms of Use for such cookies will be governed by the relevant third party policies.

By using the App and the Services, Users agree that the Service Provider may collect and use technical data and related information, including but not limited to technical information about the User's device, system, Application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the User (if any) related to the App. As more fully explained in the Privacy Policy, the Service Provider may use this information, as long as it is in a form that does not personally identify the User, to improve its products or to provide services or technologies to the User.

#### **E. Information on opting for Online payment facility**

"Online payment facility" is an optional feature offered on the platform where in the User can create an account through a secure third party payment gateway provider such that the User can accept online payments from its clients. On creation of an account with the third party payment gateway provider, the User shall receive a unique URL link which can be shared via the platform with their clients to allow for online payments. In case the User chooses to opt for this facility, the third party payment gateway may collect the User's bank account details as part of a secure payment process. The payment vendor may also collect some credit related

information for a credit check. Such information shall be kept confidential. The Service provider only acts as a service provider and by no means is not involved in this and any concerns or problems in giving away this information should be directly dealt with the relevant Third Party payment provider.

The User is solely responsible for the accuracy of all the information shared with the third party payment provider and the Service provider will not be liable for any concerns or problems arising out of false or inaccurate information provided.

### **3. Purpose or use of information collected**

The Service Provider does not and will not sell or rent the User's Personal Information or Automatically Collected Information to anyone, for any reason, at any time. The Service Provider uses and discloses the User's Personal Information, logo and/or Automatically Collected Information only as follows:

- To analyze the App's usage and improve the Services
- To deliver reminders and communications relevant to the User's use of the App and the Services
- To fulfill the User's requests for certain Services
- For market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity
- To third-party vendors/contractors that provide services to the Service Provider. This would include third parties such as technical partners or consultants, CRM Vendors, Payment Service providers, Survey Service providers, to name a few, who would require the information for several reasons such as opening, operating and servicing your account etc.
- To vendors, consultant and marketing partners and other Service providers who require the information to carry out the work on behalf of the Service Provider
- For the use presentations, communication or corresponding materials shared with the User's clients either via email or SMS, marketing materials, customer lists, financial reports
- To enforce the Company's Terms of Service
- As otherwise set forth in this agreement or agreements pertaining to any other related services
- To respond to a court order or under any legal proceeding where it is deemed necessary and relevant to disclose the Users personal or other information to comply with any applicable law, rule regulation, subpoena or other legal process
- To assist in any legal or police investigation or any enquiry from the government bodies
- To protect accounts from unauthorized access or any other illicit/illegal activities
- Under certain situations or circumstances where it is deemed necessary or appropriate to protect the interests of the Service provider and/or the Users.
- In the event that the Service Provider undergoes a change of control including and not limited to a full or partial acquisition, a merger, an asset sale or any other restructuring process that involves merging with or being acquired by a third party (Successor), the Service Provider shall reserve the right to transfer all the information collected from the Users to its Successor

- If the Service provider files for bankruptcy, or is liable to creditors under a restructuring process or as Applicable by the law and may not have full control over the transfer of information, then the Service Provider reserves the right to transfer all information from the Users to non-affiliated third parties in such cases.

#### **4. Security**

The Service Provider has followed standard procedural guidelines and employed adequate technological measures to prevent any unauthorized access or disclosure of the Users personal information. This however does not fully guarantee prevention from unauthorized access. Users who have registered on the App have agreed to safeguard their personal information by keeping their password in strict confidence, signing off from shared computers or computers in public places etc. In the event that its password has been compromised due to any reason, the User must immediately notify the Service Provider via the App to change its password. The Service Provider or the owner or its employees are not responsible for any issues arising out of unauthorized access or activity conducted through the Users account including loss of your personal information, stolen or compromised passwords, any unwanted bookings etc. All visitors of the website or Mobile Application should be at least 18 years of age to have permission to use the site. Any person below the age of 18 is strictly prohibited from using, registering the Website and/or the Mobile Application which leads the Service Provider to believe that all visitors and Users to be 18 years or above. If as a parent or a guardian, they are 10 aware of their child under 18 years of age having disclosed any personal information to the Service Provider, kindly contact [support@justknackit.com](mailto:support@justknackit.com) so that the Service Provider can take immediate steps to delete the User's information.

#### **5. Updating, Deleting or Correcting your personal info in your account**

Users can update their personal information in their account as and when deemed necessary by them. In case of deleting the account, this will be done manually by the Service Provider's team upon receiving a request to close the account from its end. On deletion however the Service Provider will retain their information for legal purposes and may disclose if it may find it reasonable and utmost necessary in any given circumstances. If you'd like us to delete the personal Information that you have provided via the App, please contact us at [support@justknackit.com](mailto:support@justknackit.com) and we will respond within a reasonable time. Any User shall be limited to have only one account active at a given point in time to prevent fraudulent activities and misuse of information. Any additional account created to dodge the guidelines, encourage and promote competitive advantage, mislead other Users or misrepresent the Service Provider shall in its sole discretion without the concerned User's consent be disabled and will also lead to deactivation of any other existing/ new accounts created on our App. The Service Provider would note that any violation of Terms of Use can lead to suspension of all its accounts and the User will not be able to use or offer any Service/s on the App.

#### **6. Third party sites**

While using Knack - the Merchant App, the User may encounter links from third party vendors, platforms and or websites. The Service Provider is not responsible for any of these vendors/platforms/websites and is not responsible or liable for any content posted on these platforms/websites or any privacy or legal matters, any modification, price change, suspension or discontinuance of the services linked to these platforms/websites. The Service provider encourages the User to read the terms and conditions policies of these platforms/websites carefully. The terms and conditions policy is Applicable and restricted only to the information collected from the Users in accordance with its policy.

#### **7. User generated content**

User Generated Content is the content submitted by any User on the App such as attendance, payments and or performance records, notes, client information uploaded or added by User on their account on the App different from the content created or posted by the Service Provider. Given that some or most of the User's content shall be accessible primarily to the Users themselves and their clients, the Users agree that the Service Provider will not be held responsible or liable and you shall not claim against any misuse of such information. Moreover, the User agrees that the Service Provider is not responsible or liable for the quality of the service provided by the third party vendors or contractors integrated on the platform.

#### **8. Policy changes or updates**

This agreement governs the Service and content available through it and is effective from the date the User first installs, downloads and registers on the App. If a separate or supplemental agreement Appears when the User accesses any element of the Service, its terms will control as to that element. The policy framework may change from time to time, without perhaps the User's explicit or implied consent reflecting any changes or improvement in our policies to better protect their personal information. On revision of any policy, the revised document will be uploaded on the Website and the Mobile Application as soon as it is finalized unless otherwise mentioned without any specific notification to the User. In case of any revisions to the policy, it will be the User's sole responsibility to check the Revised Policy on the Website and/or Mobile Application from time to time. The User accepts that no knowledge of the revised policy shall not be a defense in any proceeding regarding the Service Provider's Terms and Conditions. The Service Provider understands and values it's User's privacy and intends to take adequate measures to protect their privacy detailed in the Terms and Conditions policy. The policy incorporated explains the type of information collected from Users, its purpose and use. All Users of KNACK are bound by the rules, regulations, terms and conditions mentioned herein. Any clause, section or portion within the policy can be changed, modified, amended or removed as per the discretion of the Service Provider but adhering to the law and regulations. The Service Provider strongly advises the Users to frequently visit the Terms on the portal to remain aware of the changes in the policies. The Service Provider also encourages the Users to read the terms carefully be it accessing or taking any actions on the portal. By accepting the changes including terms of use the Users agree that they will adhere to the policies included

herein which may change time to time. If they disagree with any changes in the terms, they may kindly stop accessing and using the Website and/or the Mobile Application.

## **9. General Terms**

The Users are provided a non-exclusive, revocable license by the Service Provider to use the Website and/or the Mobile Application as per the rules and regulations in this agreement. This mobile Application is available for use only to persons who are at least 18 years of age and can form legally binding contracts under Indian Contract Act, 1872 or the law which is Applicable. The Users hereby agree and accept that they shall comply with the following User's Account policies:

- a. Users agree that the Users are atleast 18 years of age and that all the registration information that is provided is current, truthful, complete and accurate.
- b. Users agree to maintain the accuracy of such information and their use of the Service/s offered on the Website and/or the Mobile Application, do not breach any Applicable law or regulation.
- c. Users agree to not copy, distribute or make derivative work of the website or the mobile Application in any medium without prior permission of the Service Provider.
- d. Users shall not change or alter any part of the website or mobile Application other than what is reasonably required to use the website for its intended purpose
- e. Users are prohibited, for any reason, from using any automated systems, including but not restricted to, "robots," "spiders," "offline readers," "scrapers," etc., for the purpose of gaining access to the Service Providers - KNACK's internal systems, Website or Mobile Application without the Service Providers prior explicit written consent.
- f. The Service provider shall not employ or discuss employment with Service Users or contract for businesses associated with the Service Provider on the portal without any written consent from the Service Provider.
- g. Users will not take any action that unjustly impedes or, in the Service Provider's sole discretion, may unreasonably hamper the Website or mobile Application's infrastructure.
- h. Users agree to not try to interrupt or interfere with the functionality and working of the Website, mobile Application and/or any third-party participation with the Service Provider; or avoid the Service Providers measures that are used to prevent or control access to the Website
- i. Users agree to not gather or fabricate any personally identifiable data, containing without restriction, names or other details of any User's from the Website and/or Mobile Application and not use or misuse the communication systems provided by the Website and/or mobile Application for any commercial reasons.

- j. Users will ensure to keep their account password as well as, if Applicable, passwords associated with any other third party site/s secure at all times. In case there is any kind of security violation or unauthorized use of the Users account, the User will immediately bring it to notice of the Service Provider.
- k. The Service provider agrees to not misrepresent or fake its identity and/or the Service/s that it has / have to offer through the Website and/or Mobile Application.
- l. Users agree to never enter and/or use anybody else's account on the Website and/or Mobile Application without explicit and/or written permission of the Service Provider.
- m. Users hereby clearly acknowledge and agree that only the User will be liable for its damages or any other losses whether direct or indirect, caused by an unauthorized use of its Account.
- n. User may also be liable for the losses of the Service Provider or others due to such unauthorized use.
- o. To use the service, Users must have Internet access and a smartphone, and must provide a current, valid, accepted method of payment, which they may update from time to time ("Payment Method").
- p. Users agree to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by TRAI, as may be Applicable, from time to time.
- q. Knack and/or Knack- the Merchant App and all logos related to the Services are either trademarks or registered trademarks of the Service Provider and/or the Owner. Users may not copy, imitate or use them without the Company's prior written consent.
- r. All rights to the App and or the website and its content, apart from for the Content submitted by Users is exclusively owned by Madworks Ventures Pvt. Ltd. and therefore is lawful licensee. Website and the App content includes its design, layout, text, images, graphics, sound, video etc. and the content may also consist of trade secrets and intellectual property rights protected under worldwide copyright and other laws. The Service provider its affiliates, successors or licensor's of its content shall own all titles, Service providership and intellectual property rights related to the Website and the App and its content. Any content submitted on the Website and/or the Mobile Application is owned by the User.
- s. Users will not, nor allow third parties on their behalf, to
  - (i) Make and distribute copies of the App
  - (ii) Attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the App; or
  - (iii) Create derivative works of the App of any kind whatsoever.
- t. Users agree not to use the App or the Services on any mobile or handheld device which they do not own or control and agree not to distribute or make the App or the Services available over any network where it could be used by multiple devices at the same time.

- u. The App is currently made available to Users free of charge for your personal and commercial use. The Company reserves the right to amend or withdraw the App, or charge for the App or the Services provided to you in accordance with these Terms, at any time and for any reason.
- v. Users acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to Apply when using the App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- w. Users that are not the bill payer for the mobile telephone or handheld device being used to access the App will be assumed to have received permission from the bill payer for using the App.

## **10. Billing**

Every User will be able to access the services and features subject to the subscription plan chosen by the User. Each subscription plan will have a distinct price and installment options based on the number of User's clients that are being managed on the platform. Users can continue using the App as per the plan chosen until terminated. Unless the User cancels their subscription before their next or upcoming renewal date, the User authorizes the App to charge them the subscription fee for the next period as per the plan chosen to their Payment Method (see "Cancellation" below). Users can find specific details regarding their membership with Knack- The Merchant App by logging into their account and clicking on the "Payments to Knack" section in the App.

### **Free Trials**

The subscription process for the User may start with a free trial. The free trial period lasts for 30 days, or as otherwise specified during sign-up and is intended to allow every User to try the service. Users will be notified during sign-up whether you are eligible for a free trial.

### **Billing cycle**

The subscription fee for the service will be billed on a *pay as you go* basis subject to the payment plan and client size selected. This will be billed to the User's account on the calendar day corresponding to the commencement of their paid membership. In some cases the timing of billing may change, for example if the Payment Method has not successfully settled or if the paying membership began on a day not contained in a given month.

The various payment plans are outlined below

<b>Client size</b>	<b>Pay every month</b>	<b>Pay every 6 months (10% discount)</b>	<b>Pay every year (15% discount)</b>
0-20	250	1350	2550

20-50	300	1620	3060
50-100	400	2160	4080
100-300	550	2970	5610
300-500	750	4050	7650
500-750	1000	5400	10200
750-1000	1250	6750	12750
1000-5000	2000	10800	20400

### **Services offered**

User can enjoy the following services under any selected plan.

1. All features and offerings within the App
2. For six months or annual payment plans Users can opt to pay by cash also

### **Payment method**

Payments will be made to the Service Provider and will remain subject to service tax and other payment handling charges as Applicable.

All Users can opt to pay online via our secured third party payment gateway provider. In this case, the User hereby agrees to the Terms and conditions as well as the privacy policy of the Payment Gateway provider.

Users opting for “Pay every six months” or “Pay every year” plan shall also have the option to schedule for a cash pick up within two weeks from the date of Application for membership. The cash pick up option is currently restricted to Users based in Mumbai. The User is solely responsible for the accuracy of all the information shared relating to the scheduled date, time and location of delivery. The Service provider will not be liable for any concerns or problems arising out of false or inaccurate information provided.

If a payment is not successfully settled, due to insufficient funds, or otherwise, and the User does not change their Payment Method or cancel their account, the Service Provider may suspend their access to the service until they have obtained a valid Payment Method. The User authorizes the Service Provider to continue billing the Payment Method, as it may be updated and User remains responsible for any uncollected amounts. This may result in a change to the User’s payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge the User a foreign transaction fee or other charges. The User must check with their Payment Method service provider for details.

### **Changes in price, payment plans and features offered**

The Service Provider reserves the right to change the payment plans, the offerings within the plan and/or the price of the services from time to time; however, any price changes to the plans will Apply to the Users only post 30 days following an email notice sent to the Users.

## **Cancellation**

Users can cancel their subscription to Knack - The Merchant App at any time, and will continue to have access to the service through the end of their current billing period. No refunds or credits for any partial subscription plans shall be provided. To cancel or unsubscribe, the User can go to the "Payment to Knack" under "Help" section on the App and follow the instructions for cancellation. If the User unsubscribes/cancels, their account will automatically close at the end of their current billing period.

## **Online payment facility**

Users can opt for the Online payment facility by selecting this option while setting the client payment structure on the App. Users can avail of this facility by doing the following

- 1) Creating an account on the third party payment gateways provider's platform
- 2) Filling in accurate details of the User's bank account to which the amount needs to be credited
- 3) Update bank details as and when to ensure smooth and successful transfer of payments

This will generate a URL that will be shared with the User's clients via SMS or email communications. The User hereby agrees to accept online payments from the client via a secured payment gateway and comply with the terms and conditions and the privacy policy of the third party payment gateway provider offering this online payment facility. A processing fee shall be Applicable for this facility as charged by the third party provider. The Service provider shall have no control over the charges and policies framed by the third party provider and shall not be held responsible for any concerns or problems related to the same. The Service Provider also does not guarantee and take responsibility for the quality of the service provided by third party payment gateway provider and no refunds will be Applicable in case of any dissatisfaction relating to any service offered by the third party payment gateway provider.

Users shall remain fully responsible for the details and account created on the third party payment gateway platform and in no ways shall hold the Service Provider responsible for any problems arising out of false or inaccurate information provided including but not limited to any cases of wrong transfers or bounce backs due to inaccurate information. In case of bounce backs, the Users can correct their bank account information on the payment gateway platform and it may take up to three to five days to re-initiate and fully process the transaction subject to the policies of the third party payment gateway provider. Users can choose to cancel this facility by deselecting the option for online payment on the App. In this case, the relevant URL to their account shall no longer be shared with the respective clients.

In case any of the client requests for a refund under any circumstances, the User can generate a request for this on the payment gateway platform or alternatively reach out to us at [support@justknackit.com](mailto:support@justknackit.com)

## **Conduct**

The User accepts, undertakes and confirms that he/she/it will strictly follow the binding rules detailed herein and Appearing hereinafter during their use of the website or the mobile

Application: The User shall not upload, host, post, display, modify, publish, transmit, broadcast or facilitate distribution of any content that:

a. Is harmful, harassing, abusive, pornographic, obscene, blasphemous, paedophilic, malicious, defamatory, intrusive of another's privacy, hateful, or racially, threatening, vulgar, discriminatory, culturally or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; and not limited to "indecent representation of women" within the meaning of the indecent representation of women (prohibition) act, 1986.

b. Is misleading in any way or misrepresents the source of anything posted, including impersonation of another individual or entity or any false or inaccurate biographical information for any SERVICE USER; or manipulate identifiers in order to disguise the origin of any message or transmittal send to the Service provider on or through the website or any service offered on or through the website

c. Violates any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or is fraudulent or involves the sale of counterfeit or stolen products or any illicit/illegal products.

d. Is intended to damage or exploit any individual under the age of 18 (minor) in any way; is aimed at obtaining or gathering personally identifiable information of any minor, including, but not limited to, name, email address, address, telephone number, or the name of his/her school; or invades anyone's privacy by attempting to collect, save, or publish personal information of any person such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without their knowledge and willing consent; or contains inaccurate or wrong information or misrepresentations that could impact or damage the Service providers or any third parties' reputation.

e. Allows for unauthorized access to any portion of the website, or any other systems or networks connected to the website or to any server, computer, network, or to any of the services offered on or through the website, by hacking, password "mining" or any other illegitimate means.

f. Provides instructional information about illegal activities including making or buying illegal weapons, buying and selling of illegal drugs or products, or providing or creating computer viruses.

g. Promote an illegal or unauthorized copy of another person's copyrighted work or provide or create links to external sites that violate the terms herein.

h. The User will not use the App's database to promote the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"; or use the email account to publish, distribute, transmit or circulate any unsolicited advertising content that is obscene, indecent, seditious, offensive, defamatory, threatening, or which incites or results in causing racial hatred, discrimination, menace or breach of confidence.

For the protection of the User from such advertising or solicitation, the Service Provider reserves the right to monitor and restrict the number of messages or emails which the User may send to his/her/its clients in any 24-hour period when and if the Service Provider feels it to be appropriate under reasonable circumstances. The Service provider also has the right to disclose any information (personal, professional and other data) if required to adhere to any legal proceedings or upon regulation or valid government request. This may include, and not limited to the disclosure of the information in response to a lawful court order or subpoena or in connection with solicitation of illegal activity or investigation of alleged illegal activity. If deemed necessary and/or as and when appropriate in the sole discretion of the Service provider, the User allows and authorizes the Service provider to disclose any of their information to legal and/or government bodies for any form of legal investigation. The Service provider reserves the right, to remove or edit any content that in its sole discretion breaches, or is alleged to breach, any Applicable law or either the spirit or letter of these terms of use. Regardless of this right, the Users remain solely responsible for the content they post on the Website and/or in the App including their private messages or emails. Please be advised that such content displayed does not necessarily reflect the Service provider's views or principles and in no event shall the Service provider assume or have any responsibility or liability for any content displayed or for any claims, damages or losses resulting from use of content and/or Appearance of content on the website and/or the App. The User hereby take full responsibility and warrant that they have all the required rights in and to all content and information that they provide and that such content shall not infringe any proprietary or other rights of third parties or contain any defamatory, unambiguous, misleading, convoluted, or otherwise unlawful information. The Users truthfully declare that the content being contributed is theirs and that they own the copyright to the content.

The Service provider retains the right to take Appropriate measure and claim damages from any User against any damage that may be arise from their individual or group involvement or participation, intentionally or unintentionally in distributed denial of services.

### **No discrimination**

The Users agree to not violate any laws, statute, order or regulations concerning anti-discrimination, unfair competition. Any preference, restriction or discrimination based on age, gender, disability, race, color, religion, national origin, sexual orientation or other protected class is forbidden by Indian Laws. The Service provider will not intentionally accept any content which is in breach of the law. The Service provider has the right, in its sole discretion and without prior notice to you; immediately get rid of any such content posted that discriminates or violates any law.

### **Indemnification**

The Users hereby indemnify and agree to indemnify, defend and hold the owner, the Service provider , including its officers, managers, members, Directors, employees, successors, assigns, affiliates, subsidiaries, service professionals, suppliers and agents harmless, from all liabilities, claims, inconveniences, of any nature whatsoever, expenses including attorneys' fees or any other charges, that may arise from your breach of the Terms mentioned herein or any of the other Governing Documents, business disruptions or expenditures of any kind that may

occur/arise as a result of or in connection with any Transaction Risks or the Users violation of any law, rules or regulations or the rights (including breach of intellectual property rights) of a third party or another negligent or wrongful conduct. In case of a dispute with one or more third party providers or App users, the Users discharge the Service provider and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, service professionals, suppliers, agents, subsidiaries, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of the website and/or any submitted content.

### **Warranties**

The User agrees that their use of the App and /or the website shall be at their own risk and any information or material contained or presented on this website is provided to them on an "as is," "as available" and "where is" basis with no warranty of implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. To the fullest extent permitted by law, the company and its officers, managers, members, directors, employees, successors, assigns, subsidiaries, affiliates, and agents disclaim all warranties, express, implied, statutory or otherwise, and make no warranties, representations, or guarantees against errors, mistakes, or inaccuracies, in connection with this website, the services offered through this website, any data, materials, submitted content, relating to the quality, durability, performance, suitability, truth, accuracy, reliability or completeness of any information or material contained or presented on this website, including without limitation the materials, data and submitted content of other users of this site or other third parties, any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, any interruption or cessation of transmission to or from the website, any defamatory, offensive, or illegal conduct of any third party or service user or Service provider, or any loss or damage of any kind incurred as a result of the use of any data, content, information, materials, substance of the website or submitted content posted, emailed, transmitted, or otherwise made available via the website. As with the use of any service, and the publishing or posting of any material through any medium or in any environment, the User should use your best judgment and exercise caution where Appropriate. Any material downloaded or otherwise obtained through the web site is done at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by the User through or from the App or the web site shall create any warranty not expressly stated herein.

### **Disclaimers and right to remove**

a. The Service provider hereby clearly disclaims any and all liability associated with the content submitted by Users on the Website and/or the Mobile Application. In this regard, the Users agree that the Service provider in no way will be held responsible for any content that is false, offensive, indecent, or objectionable. The Users therefore indemnify that the Company, the Service provider, its parties, including its officers, managers, members, Directors, employees, successors, assigns, affiliates, subsidiaries, and agents will be held harmless, free from all

liabilities, claims, inconveniences, expenses to the fullest extent allowed by law on all matters related to their use of the Website and/or the mobile Application.

b. The Service provider provides no warranty in relation to the Service provided on its portal including but not limited to services provided by third part vendors.

c. The Service provider strictly prohibits any type of infringement including Copyrights, IP rights, trademark etc. on the Website and/or the Mobile Application

d. The Service provider reserves the right to remove any content or data within an account or fully cancel or delete any User's accounts at its sole discretion within reason and if it acts against the interest of the Service provider and/or KNACK - the Merchant App and/or its Users or due to violation of any policies documented in the Terms of Use and/or Privacy Policy.

### **Copyright infringement take down procedure**

The Service provider holds the right and discretion to suspend or cancel the User's account on any infringement of intellectual property rights by the User. If and only if the Users are an Intellectual Property right owner and believe that any User has infringed upon their copy rights, such Users can submit a written report through the App. If the infringement to copyright was misrepresented such User will be fully liable for the damages including costs and attorney's fees. Trademark Logo such as "KNACK" is a registered trademark or service mark in various jurisdictions and protected under Applicable copyright, trademark and other proprietary rights laws. The illegal forging, copying, modification, use or publication of these logos is strictly prohibited and legal action can be taken against any such activity.

### **IP rights**

All content on the portal including content submitted by the User including their logo design, images, text, button icons, software, photos, audio clips, music, videos, interactive features, digital downloads, data compilations, trademarks, patents, and logos is considered solely as property of the Users and its affiliates and are protected by laws of India and international copyright and database right laws.

### **Governing Law**

This agreement and the App operations will be governed by the laws of the Indian Republic and will fall under the jurisdiction of Mumbai government.