

Terms & Conditions

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THESE TERMS AND CONDITIONS WERE UPDATED ON 27 August 2022 (hereinafter referred to as the "**Agreement**" or "**Terms of Use**").

PLEASE CAREFULLY READ THESE TERMS OF USE. BY PROVIDING YOUR CONSENT AND/OR USING THIS PLATFORM, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS OF USE.

1. INTRODUCTION

1.1 Company Information

USELOCATOR INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at:

E-7/80, First Floor, Near Sai Board, Arera Colony, Bhopal – 462016, Madhya Pradesh, India

(hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), is engaged in the Business (as defined below).

1.2 Company Services

The Company is engaged in the business of providing digital technology-enabled financial solutions to its customers in India through its Platform (as defined below), either directly or through its business partners, including but not limited to Retail Partners (as defined below).

The services include access to:

- Digital Financial Services provided by various service providers.
- Non-financial products and services.
- IRCTC Services.

These services are collectively referred to as the "Company Services."

1.3 Business Partners

The Company collaborates with various distributors of goods and services by associating with them as its strategic business partners ("Business Partners" or "BPs").

The Business Partners assist the Company in:

- Appointing Retail Partners across various cities.
- Managing such Retail Partners.
- In certain cases, disseminating the Company Services to Retail Partners.

1.4 Retail Partners

The Company intends to engage various Retail Partners to assist consumers by providing Financial Services through their retail outlets.

Retail Partners shall:

- Make available the Company Services disseminated by the Company.
- Provide such additional services as may be communicated by the Company from time to time.

1.5 Retail Partner Registration

You have expressed your willingness to associate with the Company as a Retail Partner.

For this purpose, you have:

- Submitted the required information in the Retailer Application Form (RAF) to the Company and/or its Business Partners.
- Verified the information provided in the RAF through the Company's Platform as part of the Verification Process.

1.6 Acceptance of Terms

You understand, agree, and acknowledge that your engagement as a Retail Partner, and your use of the Company's Platform, Website, and Company Services, including all information, tools, and services made available to Retail Partners and Consumers, is subject to the successful completion of the Verification Process.

By using the Platform, you agree to be bound by:

- These Terms and Conditions.
- All applicable policies, notices, and guidelines published by the Company.
- Any amendments or updates made by the Company from time to time.

The Company reserves the right to modify these Terms and Conditions at any time without prior notice. Any new features, tools, or services introduced on the Platform shall also be governed by this Agreement.

Retail Partners are advised to review this Agreement and all related documents periodically to stay informed of any updates or changes.

1.7 Authorization for Incorporated Entities

If you are accepting this Agreement on behalf of a company, partnership, or any other incorporated entity, you represent and warrant that you have been duly authorized to enter into this Agreement on behalf of such entity.

By providing your consent, you confirm that the entity you represent agrees to be legally bound by all the terms and conditions contained in this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context otherwise requires or the contrary intention appears:

- (i) Capitalized terms enclosed in quotation marks and/or parentheses shall have the meanings assigned to them in this Agreement.
- (ii) Capitalized terms used but not specifically defined in this Agreement shall have the meanings assigned to them under the Company's Rules and/or on the Website.
- (iii) The following terms shall have the meanings assigned below:

"Agreement" / "Terms of Use"

Means these Terms and Conditions, including all amendments, modifications, schedules, annexures, exhibits, and any updates made from time to time in accordance with the provisions of this Agreement.

"Applicable Law"

Means all applicable laws of India, including but not limited to:

- Statutes and enactments.
- Acts passed by Parliament or State Legislatures.
- Ordinances, rules, regulations, and bye-laws.
- Notifications, guidelines, directions, directives, and orders issued by any Governmental or Statutory Authority.
- Guidelines and directions issued by the Reserve Bank of India (RBI).
- Any amendments, implementing regulations, interpretations, or successor laws thereto.

"Business"

Means the business of providing various financial and non-financial services to customers, either directly or through Business Partners, using technology-enabled solutions and/or by establishing a network of stores and agents for the digital delivery of such services.

"Business Day"

Means any day of the week excluding Saturdays, Sundays, and public holidays, on which banks and government offices are open for business in India.

Note: The sentence you provided ends with "excluding Saturdays,". If you have the remaining part of the document, I can continue formatting it in the same professional style.

"Confidential Information"

Means all information, whether oral or recorded in any medium, relating to the business, financial, operational, or other affairs (including future plans) of the Company, Retail Partners, or Consumers, which:

- Is treated by the Company as confidential.
- Is marked as confidential.
- Is confidential by its very nature.

This includes, but is not limited to:

- Intellectual Property belonging to the Company, its affiliates, Retail Partners, or Business Partners (BPs).
- The existence and contents of this Agreement (including all Schedules).
- Any ancillary documents.
- All discussions and negotiations relating to this Agreement.

"Competing Business"

Means:

- Any business that is similar to or competes with the Business of the Company; and/or
- Providing consulting or advisory services in relation to such Business.

"Consumer"

Means any individual or customer who undertakes a transaction on the Platform and/or avails the Company Services, and who is governed by the applicable consumer terms and conditions entered into with the Company.

"Effective Date"

Means the date on which the Retail Partner accepts this Agreement.

"Financial Services"

Means the financial services offered by various service providers to Consumers through the Company's Platform using the Company Services.

"Governmental Authority"

Means any nation, state, sovereign, government, federal, regional, state, local, or political subdivision, and any authority or entity exercising executive, legislative, judicial, regulatory, or administrative powers over any of the Parties, their assets, operations, or the transactions contemplated under this Agreement.

"INR" or "Rs."

Means Indian Rupees, the lawful currency of the Republic of India.

"IRCTC"

Means the Indian Railway Catering and Tourism Corporation.

"IRCTC Services"

Means the services provided by the Company, acting as a Principal Service Provider (PSP) through its Railway Service Providers (RSPs), including but not limited to:

- Train ticket booking.
- Train ticket cancellation.
- Any other IRCTC-related services offered by the Company.

"IRCTC T&C"

Means the Terms and Conditions applicable to Retail Partners acting as Railway Service Providers (RSPs) for the Company for the purpose of providing IRCTC Services to Consumers.

"IRCTC ID"

Means the login credentials assigned to a Railway Service Provider (RSP) by the Principal Service Provider (PSP) for the purpose of accessing and providing IRCTC Services.

"Intellectual Property"

Means all intellectual property used for, associated with, or relating to the provision of Company Services through the Platform, including but not limited to:

a. Software and Technology

- Software, source code, operating manuals, programs, instructions, specifications, processes, input methods, data, and information used for operating the Company's software.

b. Brand Assets

- Trademarks, service marks, trade names, business names, logos, symbols, styles, colour combinations, and all related representations or derivatives used by the Company.

c. Promotional Materials

- Advertisements, brochures, graphics, images, content, marketing materials, and the overall "look and feel" of the Company's products and services.

d. Information and Materials

- Any information, data, or materials, whether tangible or intangible, provided by the Company to the Retail Partner during the course of the business relationship.

e. Proprietary Know-How

- Techniques, formulas, patterns, compilations, processes, inventions, practices, methodologies, improvements, utility models, procedures, designs, skills, technical information, experimental results, service techniques, samples, product specifications, labeling specifications, software rights, and all other proprietary knowledge or know-how.

"Material Breach"

Means any significant violation of the terms of this Agreement by the Retail Partner, including but not limited to any breach of Clause 8 and Clause 9 of this Agreement.

"Person"

Means any individual (including legal representatives, executors, or heirs of a deceased individual) or any legal entity, including but not limited to:

- Partnership
- Joint Venture
- Corporation
- Trust
- Unincorporated Organization
- Limited Liability Company (LLC)
- Limited Liability Partnership (LLP)
- Governmental Authority

"Platform"

Means the software application and related systems accessible through the Website, through which the Company provides its services.

"Proprietary Items"

Means any document, record, notebook, plan, model, component, device, communication device, computer software, source code, Confidential Information, or Trade Secret, whether in physical, electronic, or any other form, that is owned and/or used by the Company.

"Principal Service Provider (PSP)" Means USELOCATOR INDIA PRIVATE LIMITED.

"RBI" Means the Reserve Bank of India.

"Retail Partner Application Form (RAF)"

Means the application form provided by the Company and/or its Business Partners (BPs), along with the Retail Partner's details, for the purpose of applying to become an authorized Retail Partner of the Company.

"Retail Outlet"

Means the place of business specified by the Retail Partner in the Retail Partner Application Form (RAF), from where the Retail Partner shall provide the Company Services.

Retail Outlet

The location from which the Retail Partner, after receiving authorization from the Company, provides Company Services and/or makes the Company Services available for use by Consumers.

Retail Service Provider (RSP)

A Retail Service Provider (RSP) refers to a Retail Partner appointed by the Company to provide IRCTC Services to Consumers.

Services**The term Services includes:**

- Assisting Consumers in accessing Financial Services through the Company's Platform or Services at Retail Outlets or any other location approved by the Company.
- Any additional services introduced or communicated by the Company from time to time.

Software**Software includes:**

- Custom-built software owned by the Company.
- Software licensed by the Company from third-party providers, where the Company has the right to sublicense it.
- Any updated, modified, or replacement versions of such software.

The software enables Retail Partners to access and use Company Services through computers, mobile phones, tablets, and other communication devices approved by the Company.

Related Entities

Related Entities include the Company's parent company, subsidiaries, affiliates, partnership firms, or joint ventures.

Trade Secret

Trade Secret means any confidential information, including but not limited to:

- Formulas
- Patterns
- Programs
- Software code
- User flows
- Screen designs
- Devices
- Methods
- Techniques
- Processes
- Patented and unpatented technologies

that have commercial value because they are not publicly known and are used by the Company or its Related Entities.

Tax / Taxes

Tax or Taxes includes all applicable taxes, cess, levies, duties, charges, fees, deductions, withholdings, deposits, penalties, interest, claims, and any other liabilities imposed under applicable laws.

You / Your

You or Your refers to any individual or legal entity accessing and using the Platform for the purpose of becoming or acting as a Retail Partner under this Agreement.

Website

Website includes:

- www.uslpay.com
- The Company's mobile application
- Any successor website or mobile application
- Websites or applications of the Company's Related Entities
- Any other platform, application, or digital channel approved by the Company for providing its services.

3. Appointment of Retail Partner

3.1 Appointment

1. Appointment as Retail Partner

During the term of this Agreement and subject to its terms and conditions, the Company appoints You as a Retail Partner, and You agree to act as a Retail Partner. The Company will provide access to its Website and/or Platform, enabling You to:

- Provide services to the Company.
- Avail services offered by the Company and/or authorized third-party service providers through the Platform.

2. Responsibilities of the Retail Partner

Unless otherwise instructed by the Company, the Retail Partner shall:

- Assist Consumers in carrying out transactions and using the Company's services.
- Provide services to the Company as communicated in writing from time to time.
- Support the Company and its **Business Partners** (BPs) in promoting and marketing Company Services.
- Perform any additional business activities assigned by the Company or its Business Partners.

3. Compliance Requirement

The appointment of the Retail Partner shall remain valid only if the Retail Partner continuously complies with all terms and conditions of this Agreement.

4. Advance Balance / Security Deposit

To manage transaction and credit risks, the Company may require the Retail Partner to maintain an advance balance with the Company, either directly or through a Business Partner (BP).

- The Company may restrict or suspend certain transactions if the available advance balance is insufficient.
- The required advance amount may vary depending on the type of services and the Retail Partner's performance history.
- The Company has the sole discretion to determine whether the advance balance is sufficient for providing services.

3.2 Appointment as Retail Service Provider (RSP) for IRCTC Services

1. During the term of this Agreement and subject to its terms and conditions, the PSP appoints You as a **Retail Service Provider** (RSP) for providing IRCTC Services.

2. Upon successful appointment, the PSP will:

- Provide You access to the Website and/or Platform.
- Issue an IRCTC ID that authorizes You to provide IRCTC ticket booking and related IRCTC services to Consumers.

3. The Retail Service Provider shall provide IRCTC Services strictly in accordance with the guidelines, policies, and instructions issued by the PSP and IRCTC from time to time.

3.2 Appointment as Retail Service Provider (RSP) for IRCTC Services

3.2.1 Responsibilities of the Retail Service Provider (RSP)

Unless otherwise instructed by the PSP, the Retail Service Provider (RSP) shall:

- Assist Consumers in utilizing IRCTC Services.
- Provide such IRCTC-related services to Consumers as may be communicated by the PSP in writing from time to time.
- Perform such other activities as may be instructed by the PSP from time to time.

3.2.2 Compliance Requirement

The RSP acknowledges and agrees that its appointment as a Retail Service Provider is conditional upon its continuous compliance with the terms and conditions of this Agreement and all applicable guidelines issued by the PSP and IRCTC.

3.2.3 Advance Balance Requirement

To ensure uninterrupted availability of IRCTC Services through the Website and/or Platform, the PSP may require the RSP to maintain an advance balance with the PSP, either directly or through a Business Partner (BP).

- The PSP may restrict or suspend IRCTC-related transactions if the available advance balance is insufficient.
- The determination of whether the advance balance is sufficient shall be made solely at the discretion of the PSP.

3.2.4 Renewal of IRCTC ID

The renewal of the IRCTC ID shall be governed as follows:

- The PSP shall notify the RSP 75 (seventy-five) days before the expiry of the IRCTC ID.
- Within 15 (fifteen) days of receiving the notification, the RSP may:
 - Decline the renewal; or
 - Pay the applicable annual renewal fee.
- If the RSP does not decline the renewal within the above period, it shall be deemed to have accepted the renewal.
- If the RSP neither declines the renewal nor pays the renewal fee within the prescribed period, the PSP may deduct the annual renewal fee from the advance balance maintained by the RSP, subject to the availability of sufficient funds and without any further notice.
- Upon successful payment of the renewal fee, whether by the RSP directly or through deduction by the PSP, the IRCTC ID shall be renewed for an additional period of one (1) year.
- If the renewal fee is not successfully paid, the IRCTC ID shall automatically expire and be deactivated on its due date.
- Where the RSP declines renewal at least 60 (sixty) days before the expiry date, it may continue using the IRCTC ID and IRCTC Services until the existing validity period expires.

3.2.5 Authorization to Deduct Renewal Fees

During the term of this Agreement, the RSP hereby authorizes the PSP to deduct the applicable annual IRCTC ID renewal fee, paid by the PSP to IRCTC on behalf of the RSP, from the advance balance maintained by the RSP with the PSP, in accordance with the renewal procedure specified under Clause 3.2.4.

3.2.6 PSP Rights Regarding IRCTC ID and Advance Balance

During the term of this Agreement, the RSP authorizes the PSP to:

- Deduct any penalty, fine, or other charges imposed by IRCTC on the PSP due to any default, negligence, or non-compliance by the RSP with IRCTC guidelines from the advance balance maintained by the RSP.
- Restrict, suspend, or block access to the RSP's IRCTC ID in the event of:
 - Non-compliance with IRCTC guidelines while providing IRCTC Services; or
 - Failure to comply with instructions issued by the PSP from time to time.

3.2.7 Suspension or Termination Due to Inactivity

The RSP acknowledges and agrees that IRCTC and/or the PSP shall have the right to restrict, suspend, block, or permanently terminate the IRCTC ID if the RSP does not access or use the IRCTC Services through its IRCTC ID for a continuous period exceeding six (6) months.

3.2.8 Permanent Deactivation of IRCTC ID

The Company reserves the right to permanently deactivate the IRCTC ID if the RSP fails to book any railway ticket through the IRCTC ID for a period of six (6) months from the date of registration.

3.2.9 Compliance with IRCTC Guidelines

During the term of this Agreement, the RSP shall comply with all guidelines, circulars, policies, and operational instructions issued by IRCTC concerning the provision of IRCTC Services.

The RSP agrees to regularly review and adhere to the latest [IRCTC Agent Policy](#) and any amendments issued by IRCTC from time to time.

4. Fees and Expenditure

4.1 Company Service Fee

In consideration of providing access to the Platform, Website, and/or Company Services, the Company shall be entitled to charge a Company Service Fee, as notified from time to time.

The Company may also charge or deduct any additional fees for services provided to the Retail Partner, as communicated by the Company from time to time.

4.2 Retail Partner Service Fees

Subject to the nature of the Services provided, the Retail Partner may be entitled to receive commissions, discounts, service charges, incentives, or other remuneration from Consumers and/or the Company (collectively referred to as the Retail Partner Service Fees), as determined and communicated by the Company from time to time.

4.3 Taxes

The Retail Partner shall be solely responsible for the payment of all applicable taxes, duties, levies, or statutory charges arising from any payments received from the Company under this Agreement. The Company shall not be liable for any tax obligations of the Retail Partner except where required by applicable law.

4.4 Security Deposit

For certain Company Services, the Retail Partner may be required to maintain a security deposit with the Company or through its Business Partner(s) (BPs), as may be prescribed and communicated by the Company from time to time.

The amount of the security deposit, its terms of maintenance, utilization, adjustment, refund, or forfeiture shall be governed by the Company's prevailing policies and may be revised at the sole discretion of the Company. The Retail Partner agrees to comply with such requirements as a condition for availing the applicable Company Services.

5. Operation of Retail Outlet

5.1 Provision of Services

During the term of this Agreement, the Retail Partner shall provide the Services through its authorized officers, employees, agents, representatives, or affiliates as designated from time to time.

The Company reserves the right, at its sole discretion, to modify, amend, alter, or discontinue any Company Service, including the procedures, processes, or operational requirements relating to the performance of such Services. The Retail Partner shall comply with all such modifications, amendments, or changes as communicated by the Company.

5.2 Authorized Services

The Retail Partner shall market, promote, and provide only those Company Services that have been expressly authorized by the Company. The Retail Partner shall not advertise, promote, or offer any unauthorized service under the Company's name or brand.

5.3 Infrastructure and Operational Requirements

The Company may prescribe the minimum infrastructure and operational requirements ("Specifications") for the Retail Outlet, including but not limited to:

- Minimum space requirements for the Retail Outlet.
- Computer systems and peripheral devices.
- Internet or broadband connectivity.
- Mobile devices or other communication devices with GPRS/Internet connectivity.
- HTML-enabled or compatible devices capable of operating the Company's Software and Platform.
- Any other equipment or infrastructure required for providing Company Services.

The Retail Partner shall ensure continuous compliance with the prescribed Specifications at its own cost and expense.

The Retail Partner shall also prominently display the Company's authorized branding materials, including signboards, logos, banners, and promotional materials at the Retail Outlet, strictly in accordance with the instructions issued by the Company and/or its Business Partners (BPs).

5.4 Training and Marketing Support

The Company may, at its sole discretion and with or without consideration, provide the Retail Partner and its designated employees with:

- Training manuals and operational guidelines.
- Technical support and assistance.
- Marketing and promotional materials, including brochures, pamphlets, charts, signboards, banners, logos, and other branding materials.
- Ongoing guidance and support for the effective delivery of Company Services.

All materials provided by the Company shall remain the property of the Company and shall be used solely for the purpose of providing, promoting, and marketing the authorized Company Services. The Retail Partner shall not use such materials for any unauthorized purpose.

5.5 Operation from Alternate Locations

Subject to applicable laws and the Company's policies, the Company may permit the Retail Partner to provide Company Services from locations other than the registered Retail Outlet.

Such permission shall be granted solely at the discretion of the Company and shall be subject to compliance with all conditions, guidelines, and operational requirements communicated by the Company from time to time.

6. Term and Termination

6.1 Term

6.1.1 Agreement Term

This Agreement shall become effective from the Effective Date and shall remain valid for a period of five (5) years, unless terminated earlier in accordance with the provisions of Clause 6.2 of this Agreement ("Term").

6.1.2 Renewal

Upon expiry of the Term, and subject to the satisfactory performance of the Retail Partner under this Agreement, the Company may, at its sole discretion, renew this Agreement on such terms and conditions as may be applicable at the time of renewal.

The Company may exercise its right to renew the Agreement by providing the Retail Partner with a written notice at least 30 (thirty) days prior to the expiry of the existing Term.

6.1.3 Execution of Renewal Agreement

Where the Company elects to renew this Agreement, both Parties shall execute a fresh agreement on the same terms and conditions or on such revised terms and conditions as may be applicable at the time of renewal.

The Retail Partner shall ensure that the Agreement is renewed before the expiry of its validity. The Retail Partner acknowledges and agrees that the Company shall not be responsible or liable for any loss, claim, or consequence arising from the Retail Partner continuing to conduct business after the expiry of this Agreement without a valid renewal.

6.2 Termination

6.2.1 Lock-in Period

The Retail Partner shall not terminate this Agreement during the period commencing from the Effective Date and ending 24 (twenty-four) months thereafter ("Lock-in Period").

6.2.2 Termination by Retail Partner

Upon expiry of the Lock-in Period, the Retail Partner may terminate this Agreement by providing the Company with 90 (ninety) days' prior written notice.

6.2.3 Termination by Company

The Company shall have the right to terminate this Agreement with immediate effect upon the occurrence of an Event of Default.

An Event of Default shall include, but shall not be limited to, the following circumstances:

- **Material Breach:** The Retail Partner commits a material breach of this Agreement and fails to remedy such breach within 15 (fifteen) Business Days after receiving written notice from the Company.
- **Fraud or Misconduct:** The Retail Partner engages in fraud, negligence, misconduct, illegal activities, or any act that may adversely affect the reputation, business, or interests of the Company.
- **Termination of Business Partner Agreement:** The agreement between the Company and the concerned Business Partner (BP) is terminated or ceases to remain in force.
- **Insolvency or Liquidation:** A competent court passes an order, or a resolution is adopted, for the liquidation, bankruptcy, insolvency, administration, or winding up of the Retail Partner, or any insolvency proceedings are initiated against the Retail Partner.

6.2.4 Obligations upon Termination or Expiry

Upon the expiry or termination of this Agreement, for any reason whatsoever, the Retail Partner shall immediately:

- **Cease Providing Services:** Stop providing all Company Services and discontinue acting as a Retail Partner under this Agreement.
- **Return Confidential Information:** Return to the Company all confidential information, documents, records, consumer data, Business Partner (BP) information, and any other information or materials obtained during the course of this Agreement.
- **Return Company Property:** Return all original and copied materials, including manuals, promotional materials, marketing collateral, signboards, brochures, pamphlets, branding materials, and any other property supplied by the Company.
- **Discontinue Use of Platform and Software:** Immediately stop using the Company's Platform, Website, Software, applications, and all related systems. The Retail Partner shall return or destroy all copies of the Software, related documentation, and permanently remove or delete the Software from all computers, mobile devices, storage media, and other electronic systems under its control.
- **Provide Remote Access:** Provide the Company with remote access or any necessary assistance to disable, uninstall, or deactivate any Software, applications, or systems installed by the Company or its Business Partners.

7. Consequences of Termination

7.1 Obligations Upon Termination

Upon the expiry or termination of this Agreement for any reason whatsoever, the Retail Partner shall immediately:

7.1.1 Cease Use of Company Services

Immediately discontinue the promotion, marketing, advertisement, sale, or provision of the Company's products, services, and Company Services.

7.1.2 Discontinue Use of Intellectual Property

Immediately cease using any Intellectual Property belonging to the Company, including but not limited to its trade names, trademarks, logos, brand names, service marks, copyrights, and other proprietary materials, and return all copies, documents, and materials containing such Intellectual Property to the Company.

7.1.3 Return Confidential Information

Return to the Company all Confidential Information received or accessed during the term of this Agreement, including but not limited to information relating to the Company, Business Partners (BPs), Consumers, business operations, customer data, records, and other confidential documents.

7.1.4 Return Company Property

Return all original and copied documents, manuals, promotional materials, brochures, pamphlets, signboards, branding materials, marketing collateral, and any other property supplied by the Company during the course of this Agreement.

7.1.5 Discontinue Use of Platform and Software

Immediately stop accessing or using the Company's Platform, Website, Software, applications, and related systems. The Retail Partner shall return all copies of the Software and related documentation and permanently remove, delete, or destroy the Software from all computers, mobile devices, servers, storage media, and any other electronic or physical devices under its control.

7.1.6 Provide Access for Software Deactivation

Provide the Company with remote access or any reasonable assistance required to disable, uninstall, deactivate, or remove any Software, applications, or systems installed by the Company and/or its Business Partners.

7.1.7 Removal of Company Branding

The Retail Partner shall immediately remove and discontinue the display of all Company branding and promotional materials, including but not limited to:

- Signboards
- Banners
- Glow signboards
- Logos
- Posters
- Branding materials
- Any other material indicating an association with the Company

from all Retail Outlets, offices, branches, business premises, and any other locations under its control.

7.1.8 Written Confirmation of Compliance

The Retail Partner shall provide the Company with a written confirmation certifying that it has fully complied with all obligations specified under Clause 7.1 of this Agreement.

7.2 Obligations During Notice Period

Upon issuance of a notice of termination by either Party, the Retail Partner shall continue to perform all its obligations under this Agreement during the applicable notice period.

Any waiver of such obligations shall be entirely at the sole discretion of the Company and shall be valid only if expressly communicated by the Company in writing.

7.3 Post-Termination Verification

The Retail Partner agrees and undertakes to provide the Company, its employees, authorized representatives, or agents with reasonable access to its offices, business premises, records, and information technology systems for a period of 60 (sixty) days following the termination of this Agreement.

Such access shall be solely for the purpose of verifying the Retail Partner's compliance with the obligations set out under Clause 7 of this Agreement.

8. Representations, Warranties and Undertakings

8.1 Representations and Warranties

The Retail Partner represents and warrants to the Company that the execution, delivery, and performance of this Agreement shall not, either immediately or upon the passage of time or the giving of notice:

8.1.1 Compliance with Laws and Orders

Violate any applicable law, judgment, decree, writ, injunction, order, or direction issued by any court, tribunal, arbitrator, regulatory authority, or governmental agency having jurisdiction over the Retail Partner.

8.1.2 No Conflict with Existing Obligations

Conflict with, result in the breach of, cause the termination of, or constitute a default under any agreement, contract, undertaking, or arrangement to which the Retail Partner is a party or by which the Retail Partner is bound, including but not limited to any non-compete, non-solicitation, confidentiality, or similar contractual obligations.

8.2 Capacity and Understanding

The Retail Partner further represents and warrants that it fully understands the terms, obligations, financial commitments, and risks associated with this Agreement and further confirms that:

8.2.1 Legal Authority

The Retail Partner possesses the full legal authority, financial capability, and necessary capacity to execute, deliver, and perform its obligations under this Agreement.

All approvals, authorizations, corporate actions, shareholder approvals, or other consents required for entering into and performing this Agreement have been duly obtained.

Accordingly, this Agreement constitutes a valid, legal, and binding obligation enforceable against the Retail Partner in accordance with its terms.

8.2.2 Independent Evaluation

The Retail Partner confirms that it has negotiated this Agreement independently and has either:

- Obtained independent legal advice from an advocate or legal counsel of its own choice; or
- Been provided with adequate opportunity to seek such legal advice before executing this Agreement.

The Retail Partner acknowledges that it has entered into this Agreement voluntarily, after fully understanding its rights, obligations, and legal consequences.

8.3 Representations, Agreements and Undertakings of the Retail Partner

The Retail Partner hereby represents, agrees, and undertakes that:

8.3.1 Compliance with Laws and Company Policies

The Retail Partner shall, at all times, comply with all applicable laws, regulations, this Agreement, the Company's policies, operational guidelines, and any instructions issued by the Company from time to time.

8.3.2 Accuracy of Information

The Retail Partner confirms that all information provided in the Retailer Application Form (RAF) is true, complete, and accurate.

The Retail Partner shall immediately notify the Company in writing of any change in such information and shall provide updated documents, if required.

8.3.3 Transactions During Service Unavailability

The Retail Partner shall not provide any Company Services or collect any payment from Consumers during any period when the Company's Services, Website, or Platform are unavailable, inaccessible, suspended, or otherwise non-operational for any reason.

8.3.4 No Cash Collection Through Company Personnel

The Retail Partner shall not collect or make any cash payments through any officer, employee, representative, or agent of the Company.

The Retail Partner acknowledges that it shall be solely responsible for any cash transactions or settlements undertaken by it and agrees to indemnify and hold the Company harmless against any loss, claim, liability, or dispute arising from such cash collections or payments.

8.3.5 Compliance of Retail Outlets

The Retail Partner shall ensure that all Retail Outlets continuously comply with the infrastructure, operational, and technical specifications prescribed by the Company.

8.3.6 Platform-Based Transactions Only

The Retail Partner shall ensure that:

- All transactions are conducted exclusively through the Company's authorized Platform and/or Website.
- Every transaction is properly recorded on the Platform.
- No offline, unauthorized, fictitious, or fraudulent transactions are carried out.
- No fake, fabricated, or misleading receipts are issued for transactions that are not processed through the Company's Platform or Website.

8.3.7 Restriction on Competing Services

During the term of this Agreement, the Retail Partner shall not provide, promote, or facilitate any competing services that are identical or substantially similar to the Company Services without the prior written approval of the Company.

The Retail Outlet shall be utilized only for providing the authorized Company Services in accordance with this Agreement.

8.3.8 Prohibited Content and Activities

The Retail Partner shall ensure that the Retail Outlet does not display, distribute, publish, or make available any material that:

- Is prohibited under applicable laws.
- Is obscene, vulgar, pornographic, defamatory, misleading, offensive, abusive, threatening, violent, or otherwise objectionable.
- Violates public morality or public policy.
- Promotes any unlawful activity or conduct.
- Is reasonably considered to be against public interest.

The Retail Partner shall also ensure that no unlawful, unauthorized, or immoral activities are carried out from the Retail Outlet.

8.3.9 Operational Expenses

During the term of this Agreement, the Retail Partner shall bear all costs and incidental expenses relating to the operation of the Retail Outlet and the provision of Company Services, including but not limited to:

- Application fees;
- License and registration fees;
- Government charges;
- Utility expenses;
- Taxes, duties, and statutory levies; and
- Any other operational expenses required for conducting the business.

8.3.10 Business Hours

The Retail Partner shall ensure that the Retail Outlet remains open during normal business hours or during such operating hours as may be prescribed under applicable laws or communicated by the Company from time to time.

8.3.11 Employees

The Retail Partner shall be solely responsible for the recruitment, supervision, conduct, compensation, and management of all employees, agents, representatives, and other personnel engaged by it.

The Retail Partner shall ensure compliance with all applicable labour and employment laws, including but not limited to the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948, and any other applicable statutory requirements.

8.3.12 Responsibility for Personnel

The Retail Partner acknowledges that it shall remain solely responsible for all acts, omissions, negligence, misconduct, and defaults committed by its employees, agents, representatives, subcontractors, or any other personnel engaged by it while providing Company Services.

8.3.13 Accurate Representation of Services

The Retail Partner shall accurately represent the Company's Services, products, pricing, and policies to Consumers and shall not make any false, misleading, exaggerated, or unauthorized representations.

8.3.14 Unauthorized Communications

The Retail Partner shall not make any public statement, advertisement, press release, promotional communication, or other representation regarding the Company or its Services unless expressly authorized by the Company in writing.

8.3.15 Compliance with Business Partner Instructions

Unless otherwise instructed by the Company in writing, the Retail Partner shall comply with all operational instructions, guidelines, and procedures communicated by the Company's authorized Business Partners (BPs) concerning the provision of Company Services.

8.3.16 Reporting of Adverse Events

The Retail Partner shall immediately notify the Company and the relevant Business Partner of any event, circumstance, complaint, security issue, fraud, or other matter that may adversely affect the Company's business, reputation, goodwill, operations, or Consumers.

8.3.17 Exclusive Engagement

During the term of this Agreement, the Retail Partner shall work exclusively for the Company and shall not provide similar services to any other person, entity, or organization unless expressly permitted by the Company in writing.

8.3.18 Non-Compete Obligation

During the term of this Agreement and for one (1) year following its expiry or termination, the Retail Partner shall not, directly or indirectly, whether individually or through its employees, affiliates, relatives, nominees, partnership firms, companies, or any other entity in which it has an interest:

- Accept appointment as a distributor, strategic business partner, retailer, franchisee, agent, or representative of any person or organization engaged in a business that competes with or is substantially similar to the Company's business or Company Services.
- Own, manage, control, invest in, advise, consult for, or otherwise have any financial or managerial interest (whether as a shareholder, director, officer, trustee, consultant, partner, employee, or otherwise) in any business operating anywhere in India or abroad that competes with the business or services of the Company or its Related Entities, unless prior written approval is obtained from the Company. The Company shall have the sole discretion to grant or refuse such approval.

8.3.19 Territorial Restrictions

The Retail Partner shall not solicit customers or conduct business within territories assigned by the Company to other Business Partners, distributors, or Retail Partners.

Any dispute relating to territorial allocation shall be referred to an officer nominated by the Company, whose decision shall be final and binding on all concerned parties.

8.3.20 Maintenance of Records

The Retail Partner shall maintain complete, accurate, and up-to-date records of all transactions conducted with the Company and its Business Partners (BPs) in the format prescribed by the Company from time to time.

8.3.21 Ethical Conduct

The Retail Partner shall conduct its business honestly, ethically, and transparently at all times.

The Retail Partner shall not engage in any misleading, deceptive, fraudulent, or unethical practice or make any false representation to Consumers, the Company, Business Partners, or any third party.

8.3.22 Pricing and Discounts

The Retail Partner shall not offer any discount, rebate, concession, or promotional benefit on the prices of the Company's products or services unless expressly authorized by the Company in writing.

8.3.23 Marketing and Promotion

The Retail Partner shall promote and market the Company's products and services strictly in accordance with the branding, advertising, promotional, and marketing guidelines issued by the Company from time to time.

8.3.24 Consumer Dispute Resolution

The Retail Partner shall make every reasonable effort to resolve any complaint or dispute raised by Consumers amicably.

If any dispute is brought before a Consumer Commission, court, tribunal, or any competent authority, the Retail Partner shall fully cooperate with the Company and provide all necessary documents, records, and assistance required for resolving such dispute.

8.3.25 Compliance with Applicable Laws

The Retail Partner shall be solely responsible for ensuring compliance with all applicable laws, rules, regulations, governmental notifications, and statutory requirements relating to the operation of its business and the provision of Company Services.

The Retail Partner shall obtain, maintain, and renew, at its own cost, all licences, registrations, approvals, permits, and authorizations required under applicable laws, including those relating to the display of signboards, advertisements, branding materials, and any other approvals necessary for operating the Retail Outlet and providing the Services.

8.3.26 Payment of Taxes

The Retail Partner shall ensure the timely calculation, payment, deduction (where applicable), filing, and deposit of all applicable taxes, duties, levies, and statutory dues with the appropriate governmental authorities in accordance with applicable laws.

8.3.27 Prior Approval for Changes

The Retail Partner shall obtain the Company's prior written approval before making any change relating to:

- Its legal constitution or ownership structure;
- The location of the Retail Outlet;
- Any additional place of business; or
- Any other material change that may affect the provision of the Company Services.

8.3.28 Confidentiality

The Retail Partner shall use its best efforts to ensure that its management, employees, representatives, and staff maintain strict confidentiality regarding:

- The terms and conditions of this Agreement;
- The Company's confidential information;
- Business strategies, customer information, operational processes, and other proprietary information that is not publicly available.

Such confidentiality obligations shall continue even after the expiry or termination of this Agreement where applicable.

8.3.29 "As Is" Basis of Services

The Retail Partner acknowledges and agrees that all Company Services, the Platform, Website, Software, and related services are provided on an "as is" and "as available" basis.

The Retail Partner and Consumers access and use such services entirely at their own risk.

8.3.30 Third-Party Services Disclaimer

The Retail Partner acknowledges that the Company does not warrant, endorse, guarantee, or assume responsibility for any products or services offered by third parties, including financial services provided through the Company's Platform or any linked websites, applications, or service providers.

8.3.31 No Agency Representation

Without the Company's prior written approval, the Retail Partner shall not, whether through invoices, letterheads, advertisements, websites, social media, oral statements, or any other communication:

- Represent itself as the Company's legal agent, employee, partner, or representative;
- Create any impression that it has authority to bind the Company in any manner; or
- Enter into any commitment or obligation on behalf of the Company with any third party.

9. Rights of the Company

9.1 Suspension of Company Services

The Retail Partner acknowledges and agrees that the Company reserves the right to suspend, restrict, or terminate the provision of Company Services, either temporarily or permanently, if the Company reasonably believes that the Retail Partner and/or its Business Partner (BP):

- Has violated, or is likely to violate, any provision of this Agreement, any other agreement executed with the Company, or any Company policy, guideline, or operational rule.
- Has violated, or is likely to violate, any applicable law, regulation, or statutory requirement relating to the provision of the Services or the operation of the Retail Outlet.

The Company may suspend, restrict, or terminate the provision of Company Services if it reasonably determines that:

9.1.1 Regulatory or Legal Violations

The Retail Partner, Business Partner (BP), or any related person has violated or is suspected of violating any law, rule, regulation, notification, circular, order, or direction issued by any Government Authority.

9.1.2 Verification Discrepancies

Any discrepancy, inconsistency, fraud, misrepresentation, or suspected irregularity is found in the information, documents, or particulars submitted by the Consumer, Retail Partner, or Business Partner.

9.1.3 Technical Reasons

The Company Services may be suspended due to:

- Technical failures;
- System upgrades or modifications;
- Maintenance activities;
- Emergency situations;
- Relocation of systems;
- Repairs; or
- Any other technical requirement necessary for uninterrupted operations.

9.1.4 Failure of Third-Party Service Providers

Any interruption, failure, delay, or deficiency occurs due to the act, omission, negligence, or failure of any third-party service provider or financial institution providing the relevant Financial Services.

9.1.5 Company's Business Interests

The Company may suspend or discontinue Company Services for any other reason that it reasonably considers necessary for the protection of its business, operations, Consumers, reputation, security, or legal compliance.

9.2 Right of Set-Off and Withholding of Payments

The Retail Partner acknowledges and agrees that the Company may, at any time and without prior notice, set off, adjust, deduct, or withhold any amount payable to the Retail Partner under this Agreement or any funds held with the Company or its Business Partner against:

9.2.1 Outstanding Amounts

Any amount due and payable by the Retail Partner to the Company under this Agreement.

9.2.2 Liability or Damages

Any liability, loss, damage, penalty, compensation, or claim incurred by the Company as a result of any act or omission of the Retail Partner.

9.2.3 Erroneous Payments

Any amount mistakenly, inadvertently, or erroneously paid or credited to the Retail Partner by the Company or any Business Partner.

9.2.4 Statutory Dues

Any statutory liability, including taxes, duties, penalties, interest, or other government dues that the Retail Partner has failed to pay to the relevant Government Authority.

9.3 Data Collection and Privacy

9.3.1 Ownership of Consumer Data

The Retail Partner shall not collect, retain, use, disclose, sell, transfer, or share any Consumer data for its own benefit or for the benefit of any third party except as expressly authorized by the Company.

The Retail Partner acknowledges and agrees that all Consumer information, transaction records, business data, and any other data collected, generated, or processed through the Company's Platform, Website, Software, or Company Services shall remain the sole and exclusive property of the Company.

The Company shall have the unrestricted right to use, process, store, analyze, and share such Consumer data with its Related Entities, affiliates, authorized service providers, or other persons as permitted under applicable laws and the Company's **Privacy Policy**.

9.3.2 Collection and Use of Financial Information

The Parties acknowledge and agree that the Company may collect financial, transactional, and other relevant information relating to the Retail Partner, Business Partners (BPs), and Consumers for legitimate business purposes, including conducting credit assessments through authorized credit information agencies, such as the **Credit Information Bureau (India) Limited (CIBIL)**, or any other recognized credit bureau, for recommending suitable financial products or credit facilities offered by financial institutions.

In connection with the above, the Retail Partner shall:

9.3.2.1 Assistance in Data Collection

Provide all reasonable assistance required by the Company for collecting and verifying financial and related information from Consumers, Business Partners, and other relevant persons.

9.3.2.2 Confidentiality of Financial Information

Maintain strict confidentiality of all financial and personal information collected or received during the course of providing the Company Services and shall not disclose such information except as permitted under this Agreement or applicable law.

9.3.2.3 Ownership of Financial Data

Acknowledge and agree that all such financial information and related records shall be the exclusive property of the Company and shall constitute Confidential Information under this Agreement.

9.3.3 Privacy Policy

The Retail Partner acknowledges that all information collected, processed, stored, or shared by the Company shall be governed by the Company's applicable Privacy Policy, as amended from time to time.

The Retail Partner agrees to comply with the Privacy Policy and all applicable data protection and privacy laws while collecting, processing, or handling Consumer information in connection with the Company Services.

10. Non-Solicitation and Non-Disclosure Covenants

10.1 Relationship of Trust and Confidence

The Retail Partner acknowledges and agrees that the services provided under this Agreement are of a special and confidential nature.

The Retail Partner further acknowledges that its strategic business relationship with the Company places it in a position of trust and confidence with the Company's Consumers, Business Partners, suppliers, employees, vendors, and other persons or entities having business relationships with the Company.

10.2 Protection of Confidential Information

The Retail Partner acknowledges that, during the course of this Agreement, it may receive or have access to Confidential Information, proprietary business information, Trade Secrets, customer data, operational processes, business strategies, financial information, and other commercially sensitive information belonging to the Company.

Accordingly, the Retail Partner agrees that:

- The confidentiality obligations contained in this Clause are reasonable and necessary for protecting the Company's legitimate business interests, goodwill, intellectual property, and confidential information.
- These obligations constitute a material condition and essential consideration for the Company entering into this Agreement.
- The covenants contained in this Clause shall survive the expiry or termination of this Agreement to the extent permitted by applicable law.

10.3 Non-Solicitation Covenants

The Retail Partner agrees that during the term of this Agreement and for a period of one (1) year following its expiry or termination, it shall not, directly or indirectly, engage in any activity that may adversely affect the Company's business interests, including but not limited to:

10.3.1 Non-Solicitation of Business Relationships

Soliciting, inducing, encouraging, assisting, influencing, or attempting to influence any:

- Retail Partner;
- Business Partner;
- Consumer;
- Existing or prospective customer;
- Employee;
- Consultant;
- Vendor;
- Supplier; or
- Any other person or entity having a business relationship with the Company,

to discontinue, reduce, divert, or adversely affect their business relationship with the Company or to conduct business with any competing organization.

10.3.2 Non-Solicitation of Employees and Clients

Directly or indirectly:

- Offer employment to;
- Engage or contract for the services of;
- Solicit, recruit, induce, or attempt to entice away; or
- Procure or facilitate any other person to undertake such actions,

in respect of any individual who, at the time of such action, is:

- A director, officer, employee, consultant, or representative of the Company or its Affiliates;
- A client or customer of the Company or its Affiliates; or
- Any other person having an existing business relationship with the Company.

10.3.3 Non-Disparagement

The Retail Partner shall not make, publish, communicate, or cause to be made any statement, comment, representation, or publication that is defamatory, disparaging, misleading, or otherwise detrimental to the reputation, goodwill, business, or commercial interests of:

- The Company;
- Any Related Entity;
- Any shareholder, director, officer, employee, consultant, or agent of the Company or its Related Entities.

10.3.4 Circumvention

The Retail Partner shall not engage in any act, arrangement, transaction, or practice intended to circumvent, evade, or defeat the purpose of this Clause 10 or otherwise adversely affect the business, operations, goodwill, or commercial interests of the Company or any Related Entity.

10.4 Non-Disclosure of Confidential Information

The Retail Partner acknowledges that all Confidential Information, Trade Secrets, business information, customer information, technical information, financial information, software, business strategies, operational processes, and other proprietary information relating to the Company and its Related Entities constitute valuable and proprietary assets.

Accordingly, the Retail Partner shall not, during the term of this Agreement or at any time thereafter, directly or indirectly:

- Disclose any Confidential Information to any person;
- Use such Confidential Information for any purpose other than performing obligations under this Agreement;
- or
- Permit or authorize any other person to use or disclose such Confidential Information,

except with the prior written consent of the Company or where disclosure is required under applicable law.

10.5 Protection of Confidential Information and Trade Secrets

The Retail Partner acknowledges that the success and competitive position of the Company depend upon preserving the confidentiality of its Confidential Information and Trade Secrets.

Accordingly, the Retail Partner shall exercise the highest degree of care, diligence, and prudence to safeguard such information and shall take all reasonable measures to prevent any unauthorized disclosure, leakage, publication, or misuse.

Without limitation, the Retail Partner shall ensure that no Confidential Information or Trade Secret is disclosed through:

- Newspapers, magazines, or trade publications;
- Internet websites or blogs;
- Social media platforms;
- Online forums or chat rooms;
- Electronic communications; or
- Any other public or private medium without prior written authorization from the Company.

10.6 Reporting of Unauthorized Disclosure

If the Retail Partner becomes aware of any actual, suspected, or threatened unauthorized disclosure, leakage, misuse, theft, or compromise of any Confidential Information or Trade Secret, the Retail Partner shall immediately notify the Company in writing and provide all reasonable assistance required by the Company to investigate, prevent, mitigate, and remedy such disclosure or misuse.

10.7 Use, Removal, and Return of Proprietary Items

10.7.1 Permitted Use

The Retail Partner shall use the Company's Proprietary Items solely for the limited purpose of providing the Services in accordance with this Agreement and any instructions issued by the Company from time to time.

10.7.2 Prohibited Use

The Retail Partner shall not, and shall ensure that Consumers do not, use the Platform, Software, Company Services, or any Proprietary Items in any manner not expressly permitted under this Agreement.

10.7.3 Restriction on Transmission

The Retail Partner shall not, and shall ensure that Consumers do not, copy, reproduce, transmit, distribute, publish, disclose, or otherwise communicate any Proprietary Items by any electronic, digital, physical, or other means except as expressly authorized by the Company.

10.7.4 Ownership and Return of Proprietary Items

The Retail Partner acknowledges that all Proprietary Items, whether developed independently by the Company or with the assistance of the Retail Partner, are and shall remain the exclusive property of the Company.

Upon the expiry or termination of this Agreement, or at any time upon the Company's written request, the Retail Partner shall immediately:

- Return all Proprietary Items, Confidential Information, Trade Secrets, documents, manuals, software, records, and related materials in its possession or control;
- Permanently delete or destroy all electronic copies, backups, extracts, summaries, reproductions, or other forms of such information where instructed by the Company; and
- Confirm compliance with the above requirements if requested by the Company.

The Retail Partner shall not retain any copies, extracts, summaries, notes, photographs, recordings, or any other physical or electronic reproduction of the Company's Proprietary Items, Confidential Information, or Trade Secrets.

11. Intellectual Property

11.1 Limited License

Subject to the terms of this Agreement, the Company grants the Retail Partner a limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable licence to access and use the Company's Platform and Software solely for the purpose of providing the authorized Company Services during the term of this Agreement.

The Company may suspend, modify, restrict, or revoke such licence at any time, with or without assigning any reason, at its sole discretion.

11.1.1 Scope of Licence

The licence granted under this Agreement does not confer upon the Retail Partner any ownership, title, or proprietary interest in the Platform, Software, Intellectual Property, or any other assets of the Company.

11.2 Restrictions on Transfer

The Retail Partner shall not, directly or indirectly:

- Sublicense, assign, transfer, lease, rent, distribute, or otherwise permit any third party to use the Software or Platform;
- Copy, reproduce, modify, adapt, reverse engineer, decompile, disassemble, or create derivative works of the Software except where expressly permitted by applicable law;
- Distribute any technical documentation, manuals, source code, object code, or related materials associated with the Software without the Company's prior written consent.

11.3 Use of Third-Party Software

The Retail Partner shall not integrate, connect, interface, or use any third-party software, application, plug-in, or technology in connection with the Company's Platform or Software without obtaining the Company's prior written approval.

Where the Company permits the use of any third-party software, the Retail Partner shall ensure that such software is:

- Properly licensed;
- Legally acquired;
- Correctly installed; and
- Used in compliance with all applicable licence terms, laws, and regulations.

The Retail Partner shall be solely responsible for any liability arising from the unauthorized or unlawful use of any third-party software.

11.4 Limited Right to Use Intellectual Property

Subject to the terms of this Agreement, the Company grants the Retail Partner a temporary, limited, revocable, conditional, non-exclusive, non-transferable, and non-sublicensable licence to use the Company's Intellectual Property solely:

- During the term of this Agreement;
- For the purpose of providing the authorized Company Services; and
- Strictly in accordance with the branding guidelines, specifications, instructions, and approvals communicated by the Company from time to time.

No right, title, or ownership in the Company's Intellectual Property shall pass to the Retail Partner by virtue of this Agreement.

11.5 Ownership of Intellectual Property

The Company shall remain the sole and exclusive owner of all Intellectual Property, including but not limited to:

- Trademarks;
- Trade names;
- Logos;
- Software;
- Platform;
- Copyrights;
- Databases;
- Marketing and promotional materials;
- Business processes; and
- Any other proprietary rights associated with the Company.

The Retail Partner acknowledges and agrees that:

11.5.1 No Transfer of Rights

The execution or performance of this Agreement does not assign, transfer, licence (except as expressly provided herein), or otherwise confer upon the Retail Partner any ownership or proprietary rights in the Company's Intellectual Property.

Nothing contained in this Agreement shall restrict the Company's right to use, license, assign, or otherwise exploit its Intellectual Property in any manner.

11.5.2 Goodwill

Any goodwill, reputation, recognition, or commercial value arising from the Retail Partner's use of the Company's Intellectual Property shall vest solely and exclusively in the Company without any compensation or claim by the Retail Partner.

11.6 Obligations Relating to Intellectual Property

The Retail Partner agrees and undertakes that it shall, at all times:

11.6.1 Protection of Intellectual Property

Not take any action that may adversely affect, dilute, challenge, impair, or interfere with the Company's ownership, rights, title, or interest in its Intellectual Property or create any adverse claim against such rights.

11.6.2 No Combination with Other Marks

Not use the Company's trademarks, logos, trade names, or any other Intellectual Property together with any other trademark, logo, brand name, or distinguishing mark without the Company's prior written approval.

11.6.3 Prevention of Unauthorized Use

Not misuse, infringe, copy, modify, reproduce, or permit any unauthorized use of the Company's Intellectual Property by itself, its employees, representatives, Consumers, or any third party.

11.6.4 Compliance with Brand Guidelines

Use the Company's Intellectual Property only in the form, style, manner, and format prescribed by the Company.

The Retail Partner shall comply with all branding, design, display, advertising, and promotional guidelines issued by the Company from time to time, including requirements relating to:

- Logo design, colours, proportions, and dimensions;
- Brand identity standards;
- Interior and exterior signage;
- Office branding;
- Printed materials;
- Leaflets, brochures, banners, and promotional materials; and
- Any other marketing or advertising collateral approved by the Company.

11.6.5 Prior Approval for Use

The Retail Partner shall not use, reproduce, display, publish, modify, or otherwise utilize any Intellectual Property that has not been expressly provided or approved by the Company in writing.

11.6.6 Reporting of Infringement

The Retail Partner shall promptly notify the Company of:

- Any actual or suspected infringement, misuse, unauthorized use, or passing off of the Company's Intellectual Property;
- Any application, registration, or attempted registration of any trademark, logo, trade name, or other Intellectual Property that is identical or deceptively similar to that of the Company.

Where the Company initiates any legal proceedings, opposition, enforcement action, or other measures to protect its Intellectual Property, the Retail Partner shall provide full cooperation and assistance.

If required by the Company, the Retail Partner shall permit such proceedings to be instituted or continued in the name of the Retail Partner.

The costs of any such proceedings shall be borne by the Parties in such proportion as may be mutually agreed upon in writing.

11.6.7 Assistance in Protection of Intellectual Property

The Retail Partner shall provide all reasonable assistance requested by the Company in connection with the protection, enforcement, registration, defence, or maintenance of the Company's Intellectual Property before any court, tribunal, governmental authority, administrative agency, or any other forum, whether within or outside India.

12. Indemnification

The Retail Partner shall indemnify, defend, and hold harmless the Company, its Related Entities, affiliates, directors, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs, penalties, fines, tax assessments, interest, expenses, and legal fees (including reasonable advocates' fees) arising out of or in connection with:

12.1 Breach of Agreement

Any actual or alleged breach by the Retail Partner of its representations, warranties, covenants, obligations, or responsibilities under this Agreement, including any violation of the Company's policies, operational guidelines, or Company Rules.

12.2 Misuse of Company Technology

Any unauthorized, improper, fraudulent, or unlawful use of the Company's Platform, Software, Technology, Intellectual Property, systems, or Company Services.

12.3 Third-Party Claims

Any infringement or violation of the rights of any third party, including but not limited to:

- Intellectual Property rights;
- Copyrights;
- Trademarks;
- Privacy rights;
- Publicity rights; or
- Any other legal or proprietary rights.

12.4 Violation of Laws

Any breach or violation by the Retail Partner of any applicable law, rule, regulation, governmental order, notification, or statutory requirement in India or any other jurisdiction.

13. Errors, Inaccuracies and Omissions

The Company shall not be liable for any typographical errors, clerical mistakes, omissions, inaccuracies, technical errors, or inadvertent defects in any information, communication, promotional material, pricing, or content made available through the Platform, Website, Software, or Company Services.

The Company reserves the right to correct, modify, update, or remove any such errors or omissions at any time without prior notice, to the extent permitted under applicable law.

13.1 Correction of Errors and Inaccuracies

The Retail Partner acknowledges and agrees that the information available on the Company's Platform, Website, Software, or related materials may occasionally contain typographical errors, clerical mistakes, inaccuracies, omissions, or outdated information, including but not limited to information relating to:

- Products and services;
- Service descriptions;
- Pricing;
- Promotional offers;
- Discounts;
- Transaction timings;
- Availability of services; or
- Any other operational information.

The Company reserves the right, at its sole discretion and without prior notice, to:

- Correct any such errors, inaccuracies, or omissions;
- Modify, update, or remove any information displayed on the Platform or Website;
- Revise pricing, service details, or promotional offers; and
- Cancel, suspend, or refuse any transaction where the information relied upon is inaccurate or incorrect.

Such corrections or modifications may be made at any time, whether before or after a transaction has been initiated, to the extent permitted under applicable law.

13.2 Force Majeure

The Parties acknowledge and agree that the Company shall not be liable for any delay, interruption, failure, or inability to perform its obligations under this Agreement, including the provision of Company Services, where such delay or failure arises from events or circumstances beyond the reasonable control of the Company.

Such events include, without limitation:

- Failure or downtime of servers or communication networks;
- Software defects, viruses, malware, or cyber incidents;
- Technical failures, system errors, or compatibility issues;
- Interruptions in power supply or internet connectivity;
- Acts or omissions of third-party service providers;
- Strikes, lockouts, labour disputes, or industrial actions;
- Natural disasters, epidemics, pandemics, floods, earthquakes, fires, or other acts of God;
- War, terrorism, civil unrest, riots, governmental restrictions, or changes in law; or
- Any other event beyond the reasonable control of the Company.

The Retail Partner agrees that the Company shall not be responsible or liable for any loss, delay, inconvenience, interruption, or adverse consequence arising from the occurrence of any such event and shall not make any claim against the Company in respect thereof.

14. Refund Policy

14.1 Refund Eligibility

A Retail Partner may request a refund within three (3) days from the date of purchase of the relevant product or service, subject to the following conditions:

- The product or service has not been used, activated, consumed, or availed.
- The product or service remains in substantially the same condition as it was at the time of purchase.
- The request complies with the terms of this Agreement and the Company's applicable refund policies.

Certain products or services may be subject to separate or additional refund conditions, which shall be communicated by the Company at the time of purchase and shall prevail over this Clause where applicable.

14.2 Refund Request Procedure

To request a refund, the Retail Partner shall submit a written request to the Company's support team by sending an email to **nodalofficer@uselocator.in** along with:

- Order or transaction details;
- Proof of purchase, if applicable;
- The reason for requesting the refund; and
- Any supporting documents or information reasonably required by the Company.

The Company shall review the refund request and communicate its decision within seven (7) business days from the date of receipt of all necessary information.

Approval or rejection of the refund request shall be at the Company's sole discretion, subject to the applicable terms and conditions.

14.3 Non-Refundable Products and Services

Unless otherwise expressly agreed by the Company in writing, the following products and services shall not be eligible for any refund:

- Downloadable software, digital products, activation codes, licences, or digital content;
- Services that have already been fully or partially rendered;
- Any product or service specifically designated by the Company as non-refundable at the time of purchase; and
- Any other transaction that is non-refundable under applicable law or the Company's published policies.

14.4 Payment Disputes

The Retail Partner agrees to first contact the Company's customer support team to resolve any payment-related issue before initiating a chargeback, payment dispute, or claim with any bank, payment gateway, financial institution, or third-party payment service provider.

The Company reserves the right to temporarily suspend or restrict the Retail Partner's account, access to the Platform, or Company Services if a payment dispute or chargeback is initiated without first providing the Company a reasonable opportunity to resolve the matter.

Nothing in this Clause shall limit any statutory rights available to the Retail Partner under applicable law.

14.5 Refund Exceptions

The Company reserves the right to refuse or reject any refund request in the following circumstances:

- The Retail Partner has violated this Agreement, the Terms of Service, or any applicable Company policy.
- The refund request is fraudulent, misleading, or submitted in bad faith.
- The Retail Partner has abused, misused, or repeatedly attempted to exploit the Company's refund policy.
- Any other circumstance where the Company reasonably determines that the refund request is not genuine or is otherwise not permissible under applicable law or Company policy.

14.6 Contact Information

For any questions, complaints, or requests relating to this Refund Policy, the Retail Partner may contact the Company at:

Email: helpdesk@uselocator.in

The Company shall make reasonable efforts to respond to all refund-related queries within a reasonable time.

14.7 Changes to the Refund Policy

The Company reserves the right to amend, modify, update, suspend, or replace this Refund Policy at any time.

Any modification shall become effective immediately upon publication on the Company's Website and/or Platform, unless otherwise specified.

The Retail Partner's continued use of the Company's Platform, Website, or Company Services after such modification shall constitute acceptance of the revised Refund Policy.

15. Miscellaneous

15.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India.

Subject to the provisions relating to arbitration contained in this Agreement, the courts at Mumbai, Maharashtra, shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

15.2 Dispute Resolution

The Parties shall first make reasonable efforts to resolve any dispute, controversy, difference, or claim arising out of or relating to this Agreement through good-faith discussions and mutual negotiations.

If the dispute is not resolved amicably within a reasonable period, it shall be finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any statutory amendments or re-enactments thereof.

The arbitration shall be conducted as follows:

- The tribunal shall consist of a sole arbitrator mutually appointed by the Parties.
- The seat and venue of arbitration shall be Bhopal, Madhya Pradesh, India.
- The arbitration proceedings shall be conducted in the English language.
- A written record of the proceedings shall be maintained in English.
- The arbitral award shall be final, binding, and enforceable upon both Parties in accordance with applicable law.

Nothing contained in this Clause shall prevent either Party from approaching a court of competent jurisdiction for interim, temporary, or injunctive relief.

15.3 Entire Agreement

This Agreement, together with:

- The Terms and Conditions published on the Company's Website and Platform;
 - The Privacy Policy;
 - The Refund Policy;
 - Any schedules, annexures, guidelines, policies, or documents expressly incorporated by reference,
- constitutes the complete and entire agreement between the Parties concerning its subject matter.

This Agreement supersedes all prior negotiations, discussions, understandings, representations, communications, proposals, and agreements, whether oral or written, relating to the subject matter of this Agreement.

15.4 Right to Amend

Notwithstanding anything contained in this Agreement, the Company reserves the right to amend, modify, revise, update, or replace any provision of this Agreement, the Terms and Conditions, Company Policies, operational guidelines, or any related document at its sole discretion.

Any such amendment shall become effective from the date specified by the Company or, if no date is specified, from the date of publication on the Company's Website and/or Platform.

The Retail Partner's continued use of the Company's Platform or Company Services after such amendment shall constitute acceptance of the revised terms.

The Company reserves the right, at any time and at its sole discretion, to:

- Amend, modify, update, or replace any provision of this Agreement;
- Add, remove, discontinue, suspend, or modify any feature, functionality, or aspect of the Company Services, Platform, Website, or Software; and
- Impose reasonable conditions or operational requirements relating to the use of the Company Services.

The Company shall provide such notice of amendments as it considers reasonable under the circumstances, including by publishing the revised terms on the Company's Website, Platform, or any other communication channel maintained by the Company.

The Retail Partner's continued access to or use of the Company Services or Platform after such publication shall constitute acceptance of the revised Agreement.

However, any dispute arising prior to the effective date of such amendment shall continue to be governed by the version of this Agreement (including the arbitration provisions) that was in force when the dispute arose.

15.5 Relationship of the Parties

Nothing contained in this Agreement shall be construed to create or imply:

- A partnership;
- A joint venture;
- An employer–employee relationship;
- A principal–agent relationship; or
- Any fiduciary relationship

between the Company and the Retail Partner.

The Retail Partner shall act solely as an independent contractor and shall have no authority to bind, represent, or incur any obligation on behalf of the Company except where expressly authorized in writing.

15.6 Severability (Partial Invalidity)

If any provision of this Agreement, or its application to any person or circumstance, is held by a court, tribunal, or other competent authority to be invalid, illegal, or unenforceable, whether wholly or partly, such provision shall be severed only to the extent of such invalidity or unenforceability.

The remaining provisions of this Agreement shall continue in full force and effect and shall remain valid and enforceable to the fullest extent permitted by applicable law.

The Parties agree that any invalid or unenforceable provision shall, to the extent legally permissible, be replaced with a valid and enforceable provision that most closely reflects the original commercial intent of the Parties.

15.7 Notices

15.7.1 Notice to the Company

Any notice, communication, amendment request, demand, or other correspondence from the Retail Partner to the Company under this Agreement shall be made in writing and delivered by hand, courier, registered post, email, or any other communication method approved by the Company.

Unless otherwise notified by the Company in writing, notices shall be addressed to:

Company: Uselocator India Private Limited

Registered Office:

**E-7/80, First Floor, Near Sai Board, Arera Colony, Bhopal
Madhya Pradesh, India**

Grievance Officer:

Kavya Pathak

Customer Support Email:

helpdesk@uselocator.in

Company Secretary / Nodal Officer:

Mr. Rajeev Lodhi

Nodal Officer Email:

nodalofficer@uselocator.in

15.7.2 Notice to the Retail Part

Any notice, communication, amendment, demand, or other correspondence from the Company to the Retail Partner may be served through any one or more of the following modes:

- Personal delivery;
- Courier service;
- Registered or Speed Post;
- Email or other electronic communication;
- Publication on the Company's Website and/or Platform; or
- Any other address or communication method notified by the Retail Partner or designated by the Company from time to time.

Notices sent using any of the above methods shall be deemed to have been duly served in accordance with applicable law.

15.8 Waiver

No failure, omission, or delay by either Party in exercising any right, power, privilege, or remedy under this Agreement or applicable law shall operate as a waiver of that right, nor shall any single or partial exercise of any such right preclude any further or subsequent exercise of that or any other right.

Any waiver of any provision of this Agreement shall be effective only if made expressly in writing and signed by the Party granting such waiver.

15.9 Assignment

The Retail Partner shall not assign, transfer, delegate, sublicense, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Company.

The Company may assign, transfer, novate, or otherwise deal with this Agreement, or any of its rights or obligations, to any person, affiliate, subsidiary, successor, or Related Entity without obtaining the Retail Partner's consent.

15.10 Rights of the Retail Partner

The Retail Partner acknowledges that the rights granted under this Agreement are limited, personal, revocable, and non-exclusive.

Except for the rights expressly granted under this Agreement, all legal, contractual, commercial, intellectual property, and proprietary rights relating to the Platform, Software, Company Services, and business operations shall remain solely vested in the Company.

15.11 Specific Performance

The Retail Partner acknowledges and agrees that any breach of the covenants, representations, warranties, confidentiality obligations, intellectual property rights, or other obligations contained in this Agreement may cause irreparable harm to the Company for which monetary damages alone may not be an adequate remedy.

Accordingly, in addition to any other rights or remedies available under applicable law, the Company shall be entitled to seek:

- Temporary or permanent injunctions;
- Interim or permanent restraining orders;
- Specific performance of the obligations contained in this Agreement;
- Recovery of losses and damages; and
- Any other equitable or legal relief that a court of competent jurisdiction considers appropriate.

The availability or exercise of any such remedy shall be without prejudice to any other rights or remedies available to the Company under this Agreement or applicable law.

The equitable remedies referred to in this Clause are cumulative and in addition to any other rights or remedies available to the Company under this Agreement, applicable law, or principles of equity, including the right to recover damages, compensation, costs, and any other relief available before a court or competent authority.

15.12 Survival

The provisions of this Agreement which, by their nature or express terms, are intended to survive the expiry or termination of this Agreement shall continue to remain in full force and effect notwithstanding such expiry or termination.

Without limitation, the following provisions shall survive the termination or expiration of this Agreement:

- **Clause 8** – Representations, Warranties and Undertakings;
- **Clause 10** – Non-Compete, Non-Solicitation and Non-Disclosure Covenants;
- **Clause 11** – Intellectual Property;
- **Clause 12** – Indemnification;
- **Clause 13** – Errors, Inaccuracies and Omissions;
- **Clause 14** – Refund Policy;
- **Clause 15** – Miscellaneous (to the extent applicable after termination); and
- Any other provision which, by its nature, is intended to survive termination, including obligations relating to confidentiality, payment obligations, dispute resolution, governing law, notices, data protection, limitation of liability, and enforcement of rights.

The expiry or termination of this Agreement shall not affect any rights, obligations, liabilities, remedies, or claims that have accrued prior to the effective date of such expiry or termination.