

## PayU BuySafe Programme - Terms and Conditions

These Terms govern the access and use of the Services provided by PayU India Innovations Private Limited and shall be effective from the date of acceptance of these Terms by the Customer in accordance with the provisions hereof. Please read the Terms carefully before accepting. By accepting the Terms, the Customer agrees that it has read, understood, acknowledged, and accepted the Terms to access and use the Services.

### 1 Definitions and interpretation

**1.1 Definitions:** In these Terms, unless the context otherwise requires, the following words and expressions, when capitalised shall have the meaning assigned herein below:

- (i) **Act** means the Companies Act, 2013.
- (ii) **Affiliate** means, in relation to any person, (i) (in relation to an entity) a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, (ii) (in relation to an individual) a relative (as defined in the Act) of that person or any entity controlled by that person, (iii) (in relation to any limited liability partnership), any person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such limited liability partnership, and (iv) (in relation to any partnership), any person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such partnership.
- (iii) **Applicable Law** means any constitution, statute, law, equity, regulation, ordinance, rule, judgment, order, decree, authorization, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing, by any Governmental Authority.
- (iv) **Arbitration Act** has the meaning assigned to it under Clause 19.2.
- (v) **Board** means the Data Protection Board of India when established.
- (vi) **Business Day** means a day on which banks are open for business in Mumbai and New Delhi, not being any day which is a Saturday, Sunday or a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881.
- (vii) **Company** means PayU India Innovations Private Limited, a company incorporated under the Companies Act, 2013, with CIN U72900DL2022PTC397624 and having its registered office at Unit No. 214, 1<sup>st</sup> floor, DLF South Court, Plot No. A1, Saket District Centre, Saket, South Delhi, New Delhi, 110017.
- (viii) **Customer** means the end user that has purchased goods from a Qualified Merchant and has opted to avail the Services.
- (ix) **Data Protection Law** means the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the Digital Personal Data Protection Act, 2023 (to the extent applicable) and any other data privacy or protection related rules or regulations issued under the Digital Personal Data Protection Act, 2023.
- (x) **Disputes Notice** has the meaning assigned to it under Clause 19.2.
- (xi) **Force Majeure Event** means an event beyond the control of the relevant Party, which prevents a Party from complying with any of its obligations under these Terms, including but not limited to (i) act of God (such as but not limited to fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, hostilities, requisition, or embargo; (iii) riot, commotion, strikes, go-slows, lock outs or disorder; (iv) computer hacking, unauthorised access to computer/s, computer system/s or computer network/s, computer crashes, breach of security and encryption (provided it is beyond the reasonable control of the Parties), internet, power or electricity failure or unavailability of adequate power or electricity.

- (xii) **Governmental Authority** means any (i) government (central, state or otherwise) or sovereign state; (ii) governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or (iii) international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.
- (xiii) **Holding Company** has the meaning given to the term 'holding company' in the Act.
- (xiv) **Parties** means the Company and the Customer, and **Party** means any one of them as the context may require.
- (xv) **PayU Payments** means PayU Payments Private Limited, a company incorporated under Companies Act, 2013 with CIN U72400MH2006PTC293037 and having its registered address at Shiv Building, First Floor, Crossing of Sahar Road, Ville Parle (East), Mumbai, Maharashtra, 400057.
- (xvi) **PayU Payments Platform** means the payments platform provided by PayU Payments for execution of transactions and where the Customer may opt to avail the Services for Qualified Transaction.
- (xvii) **Qualified Issue** has the meaning given to the term under Clause 2.1.
- (xviii) **Qualified Merchant** means a merchant that sells its goods and allows the Customers to carry out pre-paid transactions using the PayU Payments Platform as part of a Qualified Transaction.
- (xix) **Qualified Transaction** means a transaction where the Customer purchases goods from a Qualified Merchant through a prepaid transaction via UPI, debit card, credit card, prepaid payment instrument and using any deferred payment option on the PayU Payments Platform and opts to avail the Services and which, for the avoidance of doubt, excludes the transactions described in Clause 2.2.
- (xx) **Reference Date** means the date on which the Customer reaches out to the Company in relation to a Qualified Issue as per the process prescribed under Clause 3.1, which in any case shall not be later than 30 Business Days from the estimated date of delivery shown to the Customer at the time of the Qualified Transaction.
- (xxi) **Services** means the services provided by the Company under this BuySafe Programme, as further described under Clause 2 below.
- (xxii) **Subsidiary** has the meaning assigned to the term 'subsidiary' in the Act.
- (xxiii) **Termination Date** has the meaning given to the term under Clause 12.1.
- (xxiv) **Terms** means these terms and condition which governs the relation between the Customer and the Company in relation to the Services.

## 1.2 Interpretation: In these Terms, unless the context so requires:

- (i) words in singular shall include words in the plural and *vice versa*;
- (ii) the headings and sub-headings of these Terms are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;
- (iii) the words 'include' and 'including' shall not be limiting; and
- (iv) references in these Terms to any statutory provisions shall be construed as references to those provisions as amended, modified, supplemented or re-enacted from time to time and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without any modifications).

## 2 Scope of Service

- 2.1 The Company shall provide the Customer with a limited mechanism for communicating with the Qualified Merchant in case of non-delivery of goods pursuant to a Qualified Transaction (**Qualified Issue**).
- 2.2 The following shall be excluded from the Services to be provided by the Company:

- (i) any issue relating to delivery of damaged or incorrect goods by a Qualified Merchant;
- (ii) any issue pertaining to the quality or quantity of goods delivered by a Qualified Merchant;
- (iii) any issue pertaining to partial delivery of goods by a Qualified Merchant;
- (iv) any issue arising pursuant to any services availed by a Customer from a Qualified Merchant;
- (v) any issue arising from a transaction relating to real estate, motorised vehicles, industrial machinery used in manufacturing, financial products and services, custom-made products on order, or goods purchased in-person;
- (vi) any issue arising from a transaction undertaken by the Customer where the Qualified Merchant has not provided any estimated date of delivery to the Customer;
- (vii) any issue arising from a transaction undertaken by the Customer for which payment has been made using pay-on-delivery, net banking, or for which only partial payment has been made; or
- (viii) any issue arising from transaction for items that are illegal/offensive/immoral/restricted or by any means violate any Applicable Law.

### **3 Process flow**

- 3.1** In case of the occurrence of an event which is a Qualified Issue, the Customer may reach out to the Company on **payubuysafe@payuinnovations.in** for providing relevant information in relation to the Qualified Transaction. Thereafter, the Company may provide a ticket number to the Customer. Such Customer must reach out to the Company within 30 Business Days of the estimated date of delivery shown to the Customer by the Qualified Merchant at the time of the Qualified Transaction, provided that the Customer shall not be eligible to avail the Service if the Qualified Merchant has not provided any estimated date of delivery to the Customer. The Company shall not be required to perform any action if the Customer contacts the Company after such 30 Business Days period.
- 3.2** Upon receipt of a complaint from the Customer, the Company shall endeavour to provide a preliminary holding response to the Customer within 5 Business Days from the Reference Date. The Company may require additional information from the Customer in relation to the Qualified Transaction including, without limitation, information such as the PayU Payments id, transaction identification number, name of the Qualified Merchant, order status as reflected on the Qualified Merchant's website or mobile application, estimated date of delivery shown by the Qualified Merchant at the time of the Qualified Transaction, amount, order number, and invoice.
- 3.3** Upon verification of the information provided by the Customer as per Clause 3.1 and Clause 3.2 above, the Company shall communicate the requisite information in relation to the Qualified Issue to PayU Payments. PayU Payments shall then reach out to the concerned Qualified Merchant to seek a response in relation to the Qualified Issue. PayU Payments shall pass on the response received from the Qualified Merchant to the Company on an 'as-is basis', and the Company shall share the response with the Customer. The Company shall endeavour to provide response to the Customer within 10 Business Days from the Reference Date. However, due to circumstances beyond the control of the Company, the timeline for providing a response may extend beyond 10 Business Days.
- 3.4** In case the Qualified Merchant fails to provide a response, or the response received from the Qualified Merchant is deemed unsatisfactory by the Customer, the Company will request PayU Payments to reach out to the Qualified Merchant upto two more times and seek additional responses. The Company shall endeavour to provide each additional responses to the Customer within 10 Business Days from the date of reaching out to the Qualified Merchant each time.
- 3.5** If the Qualified Merchant fails to provide a satisfactory response during the 3 attempts, or the Customer finds the response/resolution provided by such Qualified Merchant unsatisfactory, the Company shall provide the Customer with the information regarding procedure for filing a chargeback (where applicable), or such other information that the Company may deem fit in this respect.
- 3.6** Thereafter, the Company shall close the complaint on the Qualified Issue at its end. The Company may also close the complaint on account of non-responsiveness of the Customer if the Customer fails to respond within 5 Business Days from the date of last communication. In such scenarios, the Customer may re-initiate the complaints within 30 Business Days of the estimated date of delivery shown to the Customer at the time of the Qualified Transaction.

## **4 Fees and Charges**

**4.1** For availing the Service, the Customer shall pay a fee, if any, which shall be shown at checkout page at the time of the payment for a Qualified Transaction.

## **5 Representations by the Customer**

**5.1** The Customer makes the following representations to the Company on the date of the acceptance of the Terms and on each date thereafter until the Termination Date:

- (i) If the Customer is an Individual, the Customer is a resident of India and has full capacity and legal right to enter into these Terms and perform his obligations, and is not mentally or otherwise legally incapacitated and is under no duress to enter into these Terms;
- (ii) If the Customer is a company, the Customer is duly incorporated and validly existing under the laws of India;
- (iii) the Customer has full power and authority to, and has taken all the necessary actions to avail the Services and perform its duties and obligations as per these Terms;
- (iv) the Customer has read the Terms and understands that the Services provided by the Company are only supportive in nature, and that any resolution may only be provided by the Qualified Merchant; and
- (v) all information provided by the Customer for the purposes of the availing the Services and any other information pursuant to the foregoing is true, complete, accurate and correct in all material respect as on date on which such information is dated or certified or shared with the Company and is not misleading and the Customer is not aware of any facts or circumstances that have not been disclosed to the Company and which might, if disclosed, adversely affect the decision of the Company.

## **6 Undertakings and acknowledgments by the Customer**

**6.1** The Customer undertakes to abide by the following until the Termination Date:

- (i) the Customer shall comply with the provisions of these Terms and Company's privacy policy available at <https://pages.payuinnovations.in/> while availing the Services;
- (ii) the Customer shall comply with all Applicable Laws at all times;
- (iii) in case of any change in the information provided to the Company, the Customer shall provide the updated information to the Company within 1 Business Day of such change; and
- (iv) all risks associated with the products purchased by the Customer through a Qualified Transaction, and/or the delivery of such products by the Qualified Merchant shall be the sole responsibility of the Qualified Merchant and not of the Company or PayU Payments. Any and all disputes regarding the quality, merchantability, non-delivery, delay in delivery or otherwise, shall be resolved directly between the Qualified Merchant and the Customer without making the Company or PayU Payments a party to such disputes.

**6.2** The Customer acknowledges and confirms that:

- (i) the resolution of the Qualified Issue is the responsibility of the Qualified Merchant, and the Company is only responsible to undertake all the actions as per Clause 3 of these Terms and the Company is not providing any guarantee or warranty for a resolution on the Qualified Issue satisfactory to the Customer;
- (ii) in the event where the Qualified Merchant fails to provide a response or the Customer is not satisfied with the response provided by the Qualified Merchant, the obligation of the Company is limited to providing the Customer with the information regarding the procedure for the chargeback or such other information that the Company may deem fit in this respect, and the Company shall be under no obligation to assist the Customer on raising the same on behalf of the Customer;
- (iii) the Customer shall be eligible to raise any complaint on the Qualified Issue only within 30 Business Days from the estimated date of delivery of the goods purchased under the Qualified Transaction.

## 7 Collection, Processing, Disclosure, and Use of Customer's Information

**7.1** By accepting the Terms, the Customer provides its free, informed, unconditional, and unambiguous consent, and agrees for processing of its personal data by the Company to the extent required by the Company for providing the Services availed by the Customer, including the following:

- (i) for carrying out day-to-day operation in relation to the Services;
- (ii) for any purposes in connection with any claims made by or against or otherwise involving the Customer or other third party in respect of any Services provided by the Company including to make, defend, analyse, investigate, process, assess, determine or respond to such claims, and whether such claims are before a court, arbitral tribunal, other competent authority or otherwise;
- (iii) for performing any functions and activities related to the Services including to audit, report (including analyses and materials and information generally in relation to investments and markets) and carry out general servicing and maintenance of online and other services, undertake risk assessment and analysis;
- (iv) for complying with the terms and conditions of any Qualified Transaction entered into by the Customer and for maintaining relationship with the Customer.

**7.2** The Customer also provides its free, informed, unconditional, and unambiguous consent to, and agrees that the Company and any of its officers, directors, or representatives may collect, process and/or disclose any information and documents with respect to the Customer (including sensitive personal information), and as the Company shall consider appropriate for any such purposes in relation to provision of the Services as the Company may think fit including to:

- (i) the head office and any branches, Subsidiaries or associated companies of the Company including its Affiliates, whether located in India or abroad;
- (ii) employees, consultants, auditors and advisors of the Company, provided that such persons are bound by confidentiality obligations;
- (iii) PayU Payments, the PayU Payments Platform, any Qualified Merchant in relation to a Qualified Issue;
- (iv) any other person (whether in India or elsewhere) (i) with whom the Company enters into (or may potentially enter into) any contractual or other arrangement in relation to the Services (including, without limitation, any third party service providers and merchants); (ii) who acts as the authorized financial institutions and banking partners for the Company to the limited extent of the Services; (iii) to whom the Company out-sources the performance of operational functions of providing the Services; (iv) which the Company appoints as its agent or to whom Company delegates any of its duties, functions or obligations under these Terms; (v) to whom (including, without limitation, all Governmental Authorities) such disclosure is required by Applicable Law; (vi) as necessary in order for the Company to fully and validly effect, manage, administer and/or provide the Services; (vii) in connection with any legal, arbitration or regulatory proceedings or procedure; (ix) with which the Company proposes to merge with or acquire or be acquired by; (x) where such Customer's information is or becomes generally available to the public other than as a result of disclosure by or at the direction of the Company or any of its representatives in violation of any agreement entered into between the Company and the Customer and provided that the Company does not know that such source is bound by a confidentiality agreement with, or obligation of secrecy to the Customer; (xi) disclosure to any person to whom any fees, commissions or other amounts may be payable, for the purpose of determining the quantum of such fees, commissions or other amounts; and/or (xii) where such Customer's information was already in the lawful possession of the Company or independently generated by the Company, and was not acquired, directly or indirectly, from the Customer or any other source obligated to the Customer, to keep such information confidential provided that Company does not know that such source is bound by a confidentiality agreement with, or obligation of secrecy to the Customer.

**7.3** The Customer also provides its free, informed, unconditional, and unambiguous consent, and agrees for processing of its personal data by the Company for the following limited purposes:

- (i) for statistical analysis;
- (ii) to develop/ introduce and improve products/ services;
- (iii) to update records;
- (iv) to identify products/ services which might interest the Customer;
- (v) to assess lending and insurance risks;
- (vi) to arrange, administer and handle claims;
- (vii) to identify, prevent, detect or tackle fraud, money laundering and other crime;
- (viii) to carry out regulatory checks;
- (ix) for keeping the Customer informed about the Services or other products offered by the Company;
- (x) for market research in the products and services which the Company and its Affiliates offer to third parties;
- (xi) in connection with the offer, advertisement or promotion of services and products and other subjects, whether provided by the Company, its Affiliates, group companies, business partners or any other third party ("marketing activities"). In this connection, the Customer acknowledges and agrees that the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the Customer that may be held by the Company from time to time may be used by the Company in marketing activities or may be transferred to the aforesaid persons for the purposes of marketing activities;
- (xii) for commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court, tribunal or competent authority;
- (xiii) for protecting the business of the Company and for compliance by the Company with Applicable Law and other obligations of the Company;
- (xiv) to generate variables, affluence and reliability scores of the Customer;
- (xv) for fulfilling any obligation under any law for the time being in force in India on any person to disclose any information to the Government of India or any of its instrumentalities, subject to such processing being in accordance with the provisions regarding disclosure of such information in any other law for the time being in force;
- (xvi) for compliance with any judgment or decree or order issued under any law for the time being in force in India, or any judgment or order relating to claims of a contractual or civil nature under any law for the time being in force outside India;
- (xvii) any purpose directly or indirectly related to any of the above; and
- (xviii) Subject to the Terms and Applicable Laws, the Customers hereby irrevocably and unconditionally acknowledges that any data of Customer will be collected, processed, transferred and stored in accordance with <https://pages.payuinnovations.in/>.

#### 7.4 Withdrawal of Consent

- (i) The Customer may withdraw consent for processing of their personal data by the Company in relation to any of the activities mentioned above, or restrict disclosure to third parties except government authorities by reaching out to the Company at [payubuysafe@payuinnovations.in](mailto:payubuysafe@payuinnovations.in).
- (ii) The Customer acknowledges that such withdrawal of consent may result in partial or complete discontinuance of Services. The Customer also agrees that any withdrawal of the consents as provided by the Customer above shall not be effective and operational unless communicated by the Customer to the Company in writing in accordance with these Terms and with at least 15 Business Days' prior notice.

(iii) Upon withdrawal of consent by the Customer, the Company shall cease to process their personal data within a reasonable time unless the processing of such personal data is required or authorised under the Data Protection Law or any law in force for the time being in India.

**7.5 General Obligations on the Company:** The following general obligations may be followed by the Company in relation to processing of personal data of the Customer:

- (i) The Company shall be responsible for complying with the provisions of Applicable Laws; and
- (ii) The Company may engage, appoint, use or otherwise involve a third party for processing the Customer's data on its behalf, in relation to offering of its Services to the Customer.

**7.6** This Clause 7 is in addition to any previous or future confidentiality undertaking given or that may be given by the Customer in connection with the Services.

## **8 Confidentiality**

**8.1** The Customer shall, except to the extent required under Applicable Law, maintain complete confidentiality about the matters concerning the Services.

**8.2** The Customer acknowledges that, pursuant to these Terms or any transactions contemplated herein, the Company will be in receipt of Customer's sensitive personal information from time to time. For the protection of such sensitive personal information from unauthorised access, use, modification, damage, disclosure or impairment, the Company has implemented information security practices and standards and has in place comprehensively documented information security programmes and policies containing managerial, technical, operational and physical security measures that are in compliance with Applicable Laws. The Customer acknowledges that the Company's security practices and procedures are adequate and reasonable and are designed to protect personnel information (including sensitive personal information) provided by or on behalf of the Customer to the Company.

**8.3** The Customer acknowledges that the consent provided by the Customer in relation to the Customer's information under Clause 8 shall be in addition to, and not in derogation of, any other policies including the privacy policy of the Company in relation to the Services.

**8.4** The Customer also acknowledges that as the security practices and procedures of the Company are consistently evolving and shall continue to do so evolve (including for the purposes of complying with any changes or amendments to the Data Privacy Law), and the Company shall have the right to change or replace the security practices and procedures from time to time at its sole discretion.

**8.5** These Terms do not, and shall not be deemed to constitute, an express or implied agreement by the Company with the Customer for a higher degree of confidentiality than that prescribed under the Applicable Laws. The rights conferred on the Company in this Clause 8 shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Company and the Customer in relation to any personnel information and sensitive personnel information nor shall any such other agreement be in any way prejudiced and/or affected by this Clause 8.

## **9 Indemnification and Limitation of liability**

**9.1** The Customer agrees to defend, indemnify and hold harmless the Company, its subsidiaries, Affiliates, directors, officers, employees, consultants, representatives, agents and partners, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys' fees and costs) arising from the Customer's (i) use and access to its Services; (ii) violation of any of the clauses of these Terms; (iii) violation of any third party right(s), including without limitation any copyright, property, or privacy right; and (iv) violation of any Applicable Law.

**9.2** The Customer hereby acknowledges that the Company, its subsidiaries, Affiliates, directors, officers, employees, consultants, representatives, agents and partners shall not be held liable to the Customer: (i) for any direct, indirect, incidental, special, consequential, punitive or exemplary damages which may be incurred by the Customer arising out of or related in any way to the Customer's use of, or inability to access its Services; (ii) for any loss or damage incurred by the Customer due to any deficiency on part of the Qualified Merchant or the

concerned bank in relation to the Services; or (iii) for any failure on their part to perform any of the obligations under these Terms.

**9.3** In case of any dispute or default arising out of the failure to provide its Services or provision of insufficiency of Services by the Company, the maximum liability of the Company shall be capped at the fee paid by the Customer for availing Services.

## **10 Manner of Execution**

**10.1** The Parties agree that these Terms will be entered into and executed by way of any of the following methods: (i) clicking the accept/agree/confirm button, (ii) one-time-password verification, (iii) exchange of email or messages (including short-messaging service, text messages and WhatsApp), or (iv) any other mode of execution as may be prescribed by the Company, from time to time. The Company does not and will not accept any liability in any case where it fails to notice a falsification, forgery or other defect in any electronic communication, authentication or legal capacity.

## **11 Modification of Terms**

**11.1** The Customer agrees and acknowledges that the Company shall be entitled at its sole discretion to add to, alter, vary, supplement or modify all or any of the provisions of the Terms at any time on and from the date specified by the Company. The revised Terms shall be available at <https://pages.payuinnovations.in/> and the Customer shall periodically review the Terms and keep itself apprised with the same. Without prejudice to the foregoing, availing or continuing to avail the Services after such additions, alterations, variations, supplements or modifications shall also be deemed as the Customer's acceptance and agreement to the same. Provided however, if the rights and obligations of the Parties are altered by virtue of change in Applicable Law, such changes shall be deemed to have been incorporated in these Terms in modification of the rights and obligations of the Parties.

## **12 Termination**

**12.1** The Services and these Terms shall be terminated on the date which is the earlier of (i) the date on which the process contemplated under Clause 3 is completed, or (ii) the date which is 30 days from the Reference Date, or (iii) the date on which the Company terminates the Customers' access to its Services, or any part thereto, or (iv) within 30 days from the estimated date of delivery shown to the Customer by the Qualified Merchant at the time of the Qualified Transaction for any or no reason, with or without prior notice, and without any liability (**Termination Date**).

## **13 Notice**

### **13.1 Communications**

Any communication to be made under or in connection with these Terms shall be made in writing and, unless otherwise stated, shall be made by way of electronic communication through the email address provided by the Customer.

### **13.2 Address – Customer**

Notices and communications to be given to the Customer shall be sent by way of electronic communication to the details of the Customer as set out in the Company's records.

### **13.3 Address – Company**

Notices and communications to be given to the Company shall be sent to the contact details below:

**email id: payubuysafe@payuinnovations.**

**13.4** Any notice, approvals, instructions and other communications for the purposes of these Terms shall be deemed to have been validly given if served on the Customer by way of electronic communication or in person or sent by registered post or courier to or left at the address of the Customer existing or last known to the Company.

**13.5** Any notice sent by (i) electronic communication, shall be deemed to have been received by the Customer when transmitted by the Company; (ii) registered post or courier shall be deemed to have been received by the Customer within 7 (seven) days from the time of its posting; or (iii) personal delivery, shall be deemed to have been received by the Customer when delivered to the Customer.

## **14 Severability**

**14.1** If, at any time, any provision of any these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining provisions will not be affected or impaired in any manner. In such event, the Company shall have the right to amend these Terms such that the commercial intent of these Terms and the interests of the Company are protected in the same manner as originally contemplated under these Terms.

## **15 Survival**

**15.1** Termination of the Services shall not affect the validity of the relevant provisions of these Terms and any of the rights, liabilities and obligations of either Party which arose prior to termination (other than the liabilities and obligations of the Company which, for the avoidance of doubt, shall stand discharged). All relevant provisions of these Terms in connection with indemnities, limitation of liability, disclosure of information, and the provisions relating to enforcement, governing law, and confidentiality shall survive termination of the Services and these Terms.

## **16 Assignment**

**16.1** The Customer(s) is/are not entitled to and shall not assign or transfer any of the rights under these Terms to any person.

**16.2** The Company shall be entitled to grant, transfer, novate or assign any or all of its rights, benefits, obligations, duties and liabilities under these Terms by way of sale, transfer, securitization or otherwise to any person or entity. The Customer unconditionally and irrevocably: (i) acknowledges and agrees to any such grant, transfer, novation or assignment and agrees that the Customer shall continue to perform their obligations under these Terms to the relevant grantee, transferee, novate or assignee; and (ii) agrees that this Clause 16 constitutes notice to, and consent by, it in this regard.

**16.3** The provisions of these Terms shall remain binding on the Customer notwithstanding any amalgamation, merger or reverse merger of the Company with any other company or companies and notwithstanding any reconstruction involving the formation of and transfer of, all or any of the Company's assets to a new company or an existing company and notwithstanding the sale of all or any part of the Company's undertaking and assets to another company with the intent that the undertakings and agreement herein contained shall remain valid and effectual in all respects, and the benefit hereof and all rights hereby conferred upon the Company may be assigned to and enforced by any such company or companies as if such company or companies had been named herein instead of the Company and the terms and conditions of these Terms shall apply to all Services provided to the Customer by any amalgamated company as aforesaid or the Company as reconstructed or any company to which the Company shall have sold all the Company's undertaking and assets in like manner as if such amalgamated company or the Company as reconstructed or such company were named herein instead of the Company.

**16.4** The Customer undertakes to execute all such instruments or documents and do all such acts or deeds (at the his/her/its/their own cost) as may be required by the Company in connection with any assignment, transfer, novation, merger or change referred to in the Clauses 16 above.

## **17 Further Assurance**

**17.1** The Customer(s) shall do all such things, execute or accept all such instruments, documents, forms, instructions and writings and provide all such information as the Company may require from time to time in connection with Services and the Qualified Transaction.

## 18 Waiver

18.1 No failure or delay in exercising, on the part of the Company, any right or remedy under these Terms will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

## 19 Dispute Resolution, Governing Law and Jurisdictions

### 19.1 Governing Law:

These Terms shall be governed by the laws of India.

### 19.2 Jurisdiction

- (i) These Terms shall be governed by and construed in accordance with the laws of India. If any dispute(s) or difference(s) shall arise between the Company and the Customer in connection with or arising out of or relating to these Terms, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice (**Disputes Notice**) from any Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions. If the said dispute(s) cannot be settled by mutual discussions within the 30 (thirty) day period specified above, such disputes(s) shall be referred to arbitration for final resolution in the manner provided herein.
- (ii) The Parties shall mutually appoint a sole arbitrator within 60 (sixty) days from the date of the Disputes Notice who shall resolve such dispute(s) in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (**Arbitration Act**).
- (iii) In the event the Parties fail to appoint a sole arbitrator in accordance with the procedure aforesaid and within the time period as specified above, such sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act. The arbitration proceedings shall be held in English language with the seat of the arbitration being Delhi. Subject to the arbitration agreement as mentioned above, the courts at Delhi shall have the exclusive jurisdiction over any dispute(s) as described above.
- (iv) The Customer irrevocably and generally consents in respect of any proceedings anywhere in connection with these Terms to the giving of any relief or the issue of any process in connection with those proceedings including, without limitation, the making, enforcement or execution against any assets whatsoever (irrespective of their use or intended use) of any order or judgment which may be made or given in those proceedings.