



Terms and Conditions to the Release Order

These Terms and Conditions to the Release Order (“**T&Cs**”) is agreed by and between PayU Innovations and the Client to govern the provision of Services to the Client.

1. Scope and Fee

- 1.1. PayU Innovations has agreed to provide the Services to the Client as identified in the Release Order in accordance with these T&Cs. These T&Cs, along with the Release Order, once executed shall be considered as final and binding between the Parties and shall govern provision of the Services by PayU Innovations. The Services provided by PayU Innovations are on an as-is basis with no minimum commitment or guarantee of leads being generated. The data provided by PayU Innovations for provision of the Services, shall not be accessed by the Client under any circumstances whatsoever and the Client shall not use the Services for any other purpose except as stated in the Release Order.
- 1.2. The fee charged by PayU Innovations for the Services may be revised by PayU Innovations from time to time by intimating the Client. The Client shall be liable to pay interest @ 18% per annum on the delayed invoice amount, in case of delay in payment.
- 1.3. The information or the data under the Release Order shall be received, collected, processed and stored by PayU Innovations in accordance with PayU Innovations’ privacy policy and applicable laws.
- 1.4. The Client shall ensure that it has the required rights, title, interest, and permissions in the marketing material (including the content of the marketing material for marketing through sms and email) and that it has appropriate and adequate approvals, permissions and corporate authorizations in place to use and share the marketing material for execution of the Campaign and shall further ensure the Campaign and/or the marketing material does not use the name of PayU and/or its affiliates in the same. The Client irrevocably and unconditionally agrees that the Campaign and the marketing material will not contain promotion of any goods and services that are prohibited or banned under the applicable laws. The Client shall be responsible to develop, use and share the marketing material for execution of the Campaign in accordance with the applicable laws, including all advertising guidelines applicable in India. In the event the Client is doing marketing on behalf of a third party, the Client needs to additionally ensure that such third party has all the rights to share the required marketing material in accordance with applicable laws. PayU shall not be responsible in the event incorrect or inappropriate marketing material is shared or used by the Client and shall further have the right to object to the marketing material and/or cease provision of the Services.
- 1.5. The Client shall share the feedback data on a periodic basis, for the purpose of enhancing the products and services being provided by PayU Innovations and for marketing purposes.

2. Intellectual Property Rights

- 2.1. The Parties agree that all intellectual property rights or trade secrets in the Services generated, processed or received under the Release Order vest solely with PayU Innovations, PayU Payments Private Limited and/or any other Affiliate or business partner of PayU Innovations (“**PayU Innovations’ Partner(s)**”) (as may be applicable). The Client is authorized to use the same for a limited purpose as specified under the Release Order. All such information, data, documents and/or records including any analytical data shared with or access provided, by PayU Innovations to the Client, under the Release Order shall solely remain the proprietary data or information of PayU Innovations and of PayU Innovations’ Partner (as may be applicable),



and the Client has no claim on such data or information being shared except as provided under the Release Order and all such claims are irrevocably and unconditionally waived by the Client.

3. Confidentiality

- 3.1. The Parties agree to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. The Parties shall at no time disclose or allow its officers, directors, employees, representatives or subcontractors to disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party. Dissemination of Confidential Information, unless otherwise agreed under this T&C, by each Party shall be limited to those employees with the need to such access for legitimate business use. The Parties agree to protect the Confidential Information of the other with the same standard of care and procedures used by themselves to protect their own Confidential Information of similar importance but at all times using at least a reasonable degree of care. Confidentiality obligations shall continue for one (1) year after the termination/expiry of the Release Order.
- 3.2. The Parties agree to have a comprehensive documented information security programme and information security policies that contains managerial, technical, operational and physical security control measures as may be required to protect Confidential Information being stored under the Release Order. In the event of an information security breach of the information of the other Party, the Party in breach shall immediately inform the other Party and support the other Party in all legal and regulatory proceedings, if any.

4. Term and Termination

- 4.1. These T&Cs shall be valid from the Effective Date and shall continue to remain valid unless terminated in accordance with the terms of these T&Cs. Either Party may terminate the Release Order upon giving 30 (thirty) days written notice to other Party.
- 4.2. Upon instructions of PayU Innovations or upon termination of these T&Cs, the Client shall delete all data and information the Client has accessed under these T&Cs and shall confirm to PayU Innovations upon such deletion.
- 4.3. The Parties agree that termination or expiry of these T&Cs shall not affect any accrued payments, rights or liabilities of either Party and any other T&Cs which are expressly or by implication intended to continue in force on or after termination.

5. Miscellaneous

- 5.1. **Governing Law and Jurisdiction:** These T&Cs shall be governed by and construed in accordance with Indian laws and shall be subject to the exclusive jurisdiction of the courts in New Delhi.
- 5.2. **Limitation of Liability:** The aggregate liability of PayU Innovations to the Client shall not exceed the sum equivalent to the preceding one month's aggregate fees earned by PayU Innovations under the Release Order from the date of occurrence of such liability. PayU Innovations shall not be liable to the Client for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities. PayU Innovations shall not be liable to any third party.
- 5.3. **Force Majeure:** Neither Party shall be liable for any losses (except for any crystalized or accrued payment obligations) caused by any inability or delay in fulfilling any of its obligations, either wholly or in part, owing to any event beyond its reasonable control including, but not limited to riots, disturbances, strikes, lock-outs,



bandhs, war, civil strife, fire, earthquake, act of God, act of any government agency under applicable laws, or any other similar circumstances or events. Each Party shall promptly inform the other Party of the existence of a force majeure event and in case such force majeure event continues beyond a period of 30 (thirty) days, such Party shall not be obliged to provide any service or perform any of its obligations hereunder during the period such force majeure event continues and shall endeavor to find solution thereto by mutual discussions.

- 5.4. **Notices:** All notices, requests, demands, waivers and other communications required or permitted to be given to PayU Innovations under this T&Cs shall be in writing through personal delivery, registered post, courier, email or facsimile to be sent to the following addresses or, in each case, at such other address as may be specified in writing by PayU Innovations in accordance with the requirements of this clause:

Attn: Legal Department (PayU India)

PayU India Innovations Private Limited

9th Floor, Bestech Business Tower,

Sector 48, Sohna Road, Gurgaon,

Haryana, Pin - 122004

- 5.5. **Amendment and Variation:** This T&C can be varied, amended or modified by PayU Innovations in any manner whatsoever and such amendment shall be considered as binding between the Parties.
- 5.6. **Non-Exclusivity:** The Parties understand and agree that each Party is an independent contractor and shall operate on a principal-to-principal basis. It is agreed and clarified that this T&C is on a non-exclusive basis and the Parties are at liberty to enter into similar T&Cs with any other third parties.
- 5.7. **Assignments:** PayU Innovations may assign, in whole or in part, the benefits or obligations of this T&C by providing an intimation of such assignment to the Client, which shall be binding on the Parties to this T&C.
- 5.8. **Waiver:** Unless otherwise expressly stated in this T&C, the failure to exercise or delay in exercising a right or remedy under this T&C shall not constitute a waiver of that right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this T&C shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy.
- 5.9. **Severability:** If any court/tribunal of competent jurisdiction or any other regulatory or governmental authority holds any of the provisions of this T&C unlawful or otherwise ineffective, the remainder of this T&C shall remain in full force and the unlawful or otherwise ineffective provision shall be deemed to have been deleted or omitted from this T&C.
- 5.10. **Entire Agreement:** This T&C constitutes the entire T&C and understanding between the Parties, and supersedes any previous T&C or understanding or promise between the Parties, relating to the subject matter of this T&C. In case of conflict between these T&Cs and the Release Order, these T&Cs shall prevail. All Schedules, Recitals and Annexure to this T&C shall be an integral part of this T&C and will be in full force and effect as though they were expressly set out in the body of this T&C.
- 5.11. **Further Assurances:** The Client shall execute such documents and shall do all such acts, deeds and things as may be necessary or required by PayU Innovations in connection with giving full effect to the intention of the Parties as contained in this T&C.

6. Definitions



In this T&C, unless there is anything repugnant to the subject or context thereof, the expressions listed below, when capitalized, shall have the following meanings, viz.:

- 6.1. **Campaign** shall mean the digital marketing campaign to be executed by the Client for the purpose of marketing products or services being offered by the Client and for which Client is availing the Services.
- 6.2. **Client** means the entity or person issuing or signing the Release Order.
- 6.3. **Confidential Information** shall mean and include any and all information or data shared by the disclosing Party or accessed by the receiving Party through written, oral or other tangible or intangible form which is confidential and not generally available to the public as delivered within the framework of this T&C or resulting here from. Confidential Information shall not include information that:
- 6.4. **Customers** shall mean the potential customers of the Client who are identified and shared with the Client by PayU Innovations and/or PayU Innovations' Partner for execution of the Campaign.
- 6.5. **Effective Date** for each shall mean the date indicated as the starting date on the relevant Release Order, or in the absence of any specific date, the date on which Parties signed the Release Order.
 - 6.5.1. is in the receiving Party's possession prior to disclosure by disclosing Party;
 - 6.5.2. is independently developed by the receiving Party, without reference or reliance on disclosing Party's Confidential Information as evidenced by written records;
 - 6.5.3. is or becomes publicly known other than through breach of the confidentiality clause;
 - 6.5.4. is thereafter rightfully furnished to the receiving Party by a third party without restriction by that third party on disclosure.
- 6.6. **PayU Innovations** shall mean PayU India Innovations Private Limited, a company incorporated and registered under the Companies Act, 2013 having its registered office at 214, 1st Floor, DLF South Court, Plot No. A-1, Saket District Centre, Saket, New Delhi – 110017, Delhi, India.
- 6.7. **Release Order** means the order request for each Campaign as agreed between the parties and capturing the commercials for providing the Services by PayU Innovations.
- 6.8. **Services** means provision of data by PayU Innovations, which shall include provision of Customer/audience cohorts, to the Client for the purpose of execution of Campaign.